

## **Summary of Bids**

TO: Greg Priamos  
County Counsel

PROJECT: SW Justice Center Perimeter Fence

FROM: Cecilia Gil 955-8464  
Board Assistant (COB)

BID DATE: 02/09/15

BID TIME: 2:00 p.m.

OWNER: Frank Gonzales  
(951) 955-8467

ITEM/DATE: #3-12 of 11/04/14

### **CONTRACTORS**

### **BASE BID AMOUNT**

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Hinkley and Associates, Inc.  
6962 Boulder Ave.  
Highland, CA 92346  
(909) 862-5522

Base Bid: \$775,000

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Dalke & Sons Construction, Inc.  
4585 Allstate Drive  
Riverside, CA 92501  
(951) 274-9880

Base Bid: \$993,890

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Cora Constructors, Inc.  
75-140 St. Charles Pl. Ste. A  
Palm Desert, CA 92211  
(760) 674-3201

Base Bid: \$1,000,223.27

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FenceCorp, Inc,  
111 N. Main St.  
Riverside, CA 92501  
(951) 686-3170

Base Bid: \$1,191,676

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## BID FORM

**TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:**

Date: 1/27/15

Bidder: Cora Constructors Inc.

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

Southwest Justice Center Perimeter Fence,

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions; and**
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$ 1,000,223.27 (state in words) One Million two hundred twentythree dollars and twentyseven cents.

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.	<u>1</u>	Date:	<u>1/26/15</u>
Addendum No.	<u>2</u>	Date:	<u>2/3/15</u>
Addendum No.	<u>3</u>	Date:	<u>2/3/15</u>
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1: Course of Construction Insurance</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate 2: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate 3: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate 4: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	
<b>Alternate 5: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	

**THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:**

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.

2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

**Individual Bidder**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name of Bidder: Cora Constructors Inc.

State of Incorporation: California

By: [Signature]  
(Signature)

Print Name: Dennis Stockton

Title: President

Date: 1/27/15

Business Address: 75140 St. Charles Pl. Ste A  
Palm Desert, CA 92211

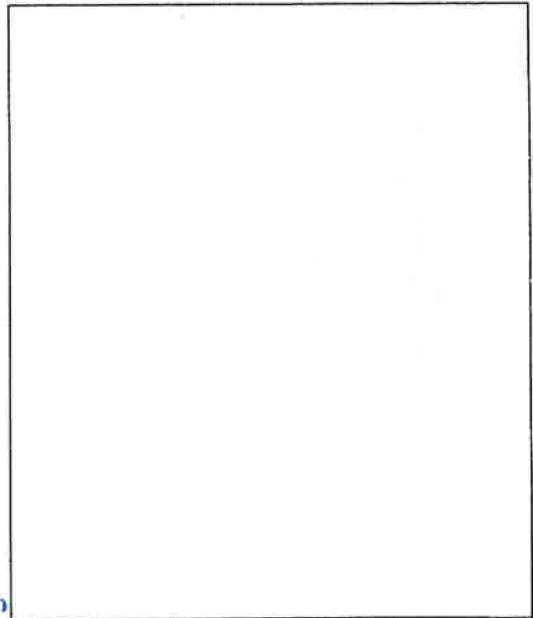
Business Telephone: (760) 674-3201

Business Fax: (760) 674-3202

Business E-mail: ray@coraconstructors.com

Contractor's License: 766304  
Dept. of Industrial Relations  
Registration No: 1000001126

Space for Corporate Seal and Attestation



**Partnership Bidder**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

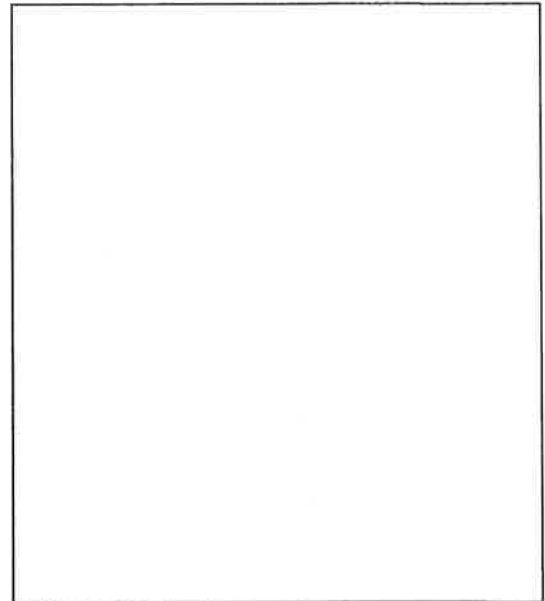
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

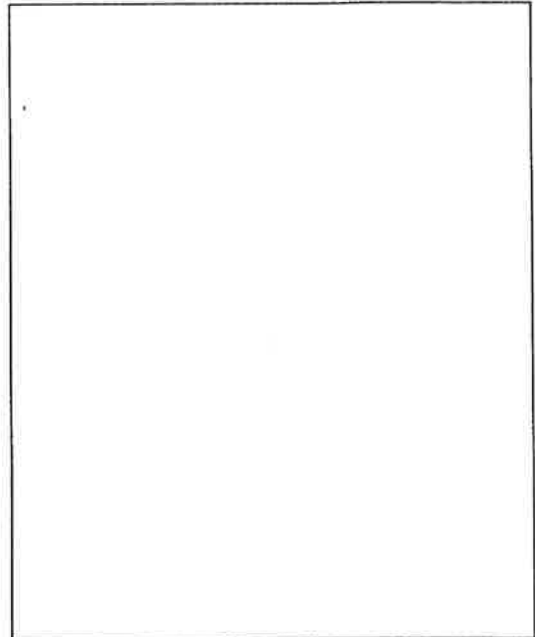
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business  
Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



Project No. FM08250000279

Bond No. N/A

## **BID BOND**

(Public Work – Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Cora Constructors, Inc. ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated February 4 2015 in the amount of One hundred thousand and twenty two dollars and thirty three cents (\$100,222.33) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: Southwest Justice Center Perimeter Fencet ("Project");

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety");

NOW THEREFORE, the Principal and Western Surety Company ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten Percent Total Amount of Bid 100,222.33 (\$10% amount of bid) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County's bidding documents governing the bidding process applicable to such Bid ("Bidding Documents") enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety's liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any




way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of January 22, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.


CORA CONSTRUCTORS, INC.  
**(Firm Name – Principal)**  
75-140 St. Charles Place, Suite A  
Palm Desert, CA 92211

**Affix Seal if Corporation**

**(Business Address)**  
By   
**(Original Signature)**  
Dennis Stockton  
President  
**(Title)**

WESTERN SURETY COMPANY  
**(Corporation Name – Surety)**  
333 So. Wabash, Floor 41 - South  
Chicago, IL 60604

**Affix Corporate Seal**

**(Business Address)**  
By   
**(Original Signature)** Susan C. Monteon, Attorney-in-Fact  
**ATTORNEY-IN-FACT**

**Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached**

## BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- cash,
- cashier's check payable to the order of the County of Riverside, or
- certified check payable to the order of the County of Riverside,

in the amount of Ten Percent Amount of Bid  
dollars/                      cents (\$10% amount bid), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.



\_\_\_\_\_  
Signature

CORA CONSTRUCTORS, INC.

\_\_\_\_\_  
Print Name of Bidder

Dennis Stockton

\_\_\_\_\_  
Print Name of Signer

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Riverside }

On 26 January 2015 before me, Penny Ham, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Dennis Stockton

Name(s) of Signer(s)

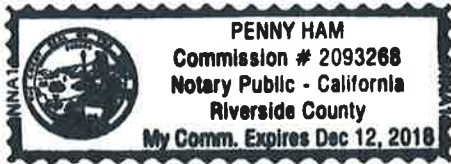
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal,

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the 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: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Riverside }

On January 22, 2015 before me, Janelle L. Tuominen, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Susan C. Monteon

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the 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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Susan C Monteon, Janelle L Tuominen, Individually**

of Riverside, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of September, 2014.



WESTERN SURETY COMPANY

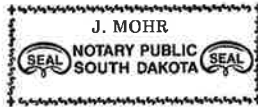
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 18th day of September, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of January, 2015.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
Electrical	I.L.B.	Riverside, CA
CM U	The Patterson Co.	Orange, CA
Fence	Landmark Fence	Ontario, CA

Date: 1/27/15

Cora Constructors Inc.  
(Name of Bidder)

By: [Signature]  
(Signature of Bidder)

Address: 75-140 St. Charles Pl. Ste A  
Palm Desert, CA 92211

Phone: (442) 666-3006

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

I am the President of Cora Constructors Inc. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder 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. 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/27/15 [date], at Palm Desert [city], California [state].

hlc  
\_\_\_\_\_  
[Signature of Declarant]

Dennis Stockton  
\_\_\_\_\_  
[Printed Name of Person Signing]

Cora Constructors Inc.  
\_\_\_\_\_  
[Name of Bidder]

President  
\_\_\_\_\_  
[Office or Title]



## Iran Contracting Act

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

### Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Contractor Name/Financial Institution (Printed) <i>Cora Constructors Inc.</i>	Federal ID Number (or n/a) <i>20-2005772</i>
By (Authorized Signature) <i>[Signature]</i>	
Printed Name and Title of Person Signing <i>Dennis Stockton, President</i>	
Date Executed <i>1/27/15</i>	Executed in <i>Palm Desert, CA</i>

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF

CORA CONSTRUCTORS INC.  
a California Corporation

The Board of Directors held its meeting at the following place and time:

10:00 a.m.

Date: JANUARY 4, 2005

Place: 74885 Jóni Drive, Suite 4, Palm Desert, CA 92260

The sole director was present: Dennis E. Stockton who officiated as Chairman of the meeting and acted as Secretary and recorded the minutes of the meeting.

AUTHORIZATION TO SIGN

The purpose of this meeting is to provide Dennis E. Stockton with authority to bind the corporation by his signature for any and all documents deemed necessary to conduct the business of the corporation. The motion was made and carried unanimously.

THEREFORE, BE IT RESOLVED, that Dennis E. Stockton is given authority to sign any and all documents on behalf of Cora Constructors, Inc., and that such signature is binding to the corporation.

There being no further business, on motion made and carried, the meeting was adjourned at 10:10 a.m.

RESPECTFULLY SUBMITTED

  
\_\_\_\_\_  
Dennis E. Stockton, Secretary

Corra Constructors Inc.  
75-140 St. Charles Pl. Ste A.  
Palm Desert, CA 92211

Clerk of the Board  
County Administrative Center  
4080 Lemon Street  
Riverside, CA 92501

Bid For:

Southwest Justice Center  
Perimeter Fence  
FNO 825 0000219

4 Feb 2015 2 p.m.

**SEALED BID RECEIVED**  
**CLERK OF THE BOARD OF SUPERVISORS**  
RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2015 FEB -9 PM 1:55

## BID FORM

**TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:**

Date: January 4, 2015  
 Bidder: Dalke & Sons Construction, Inc.

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

Southwest Justice Center Perimeter Fence.

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions; and**
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$ 993,890.<sup>00</sup> (state in words) Nine Hundred ninety three thousand and Eight hundred ninety cents  
 and \_\_\_\_\_ cents.

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.	1	Date:	1/26/2015
Addendum No.	2	Date:	2/3/2015
Addendum No.	3	Date:	2/3/2015
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (In words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1:</b> Course of Construction Insurance	
Figures: \$ <u>-2300</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>Two thousand Three Hundred</u>	
_____ Dollars _____ Cents	
<b>Alternate 2:</b> insert description here <u>Omit Concrete Bonding at All Perimeter fence</u>	
Figures: \$ <u>-26,000</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>Twenty six thousand</u>	
_____ Dollars _____ Cents	
<b>Alternate 3:</b> insert description here <u>Remove and dispose of 35 existing Locks replace with 35 new Locks</u>	
Figures: \$ <u>49,500</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>Forty nine thousand Five Hundred</u>	
_____ Dollars _____ Cents	
<b>Alternate 4:</b> insert description here <u>Remove and dispose of 35 existing &amp; Replacing with 52 new</u>	
Figures: \$ <u>59,000</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>Fifty nine Thousand</u>	
_____ Dollars _____ Cents	
<b>Alternate 5:</b> insert description here	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
_____ Dollars _____ Cents	

**THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:**

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.

2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

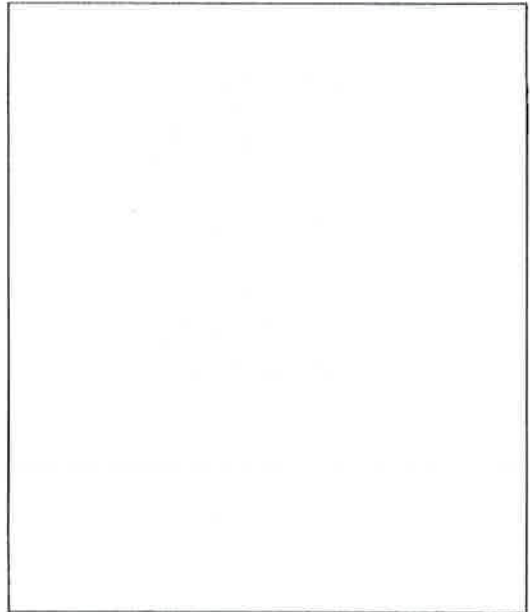
**Individual Bidder**

Name of Bidder: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Business Fax: \_\_\_\_\_  
Business E-mail: \_\_\_\_\_  
Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name  
of Bidder: Dalke & Sons Construction, Inc.  
State of Incorporation: California  
By: \_\_\_\_\_  
(Signature)  
Print Name: Barry Dalke  
Title: Vice President  
Date: 2/4/2015  
Business Address:  
4585 Allstate Drive  
Riverside, CA 92501  
Business Telephone: 951-274-9880  
Business Fax: 951-274-0319  
Business E-mail: barry@dalkeandsons.com  
Contractor's License: 612500  
Dept. of Industrial Relations  
Registration No: 1000003081

Space for Corporate Seal and Attestation





**Partnership Bidder**

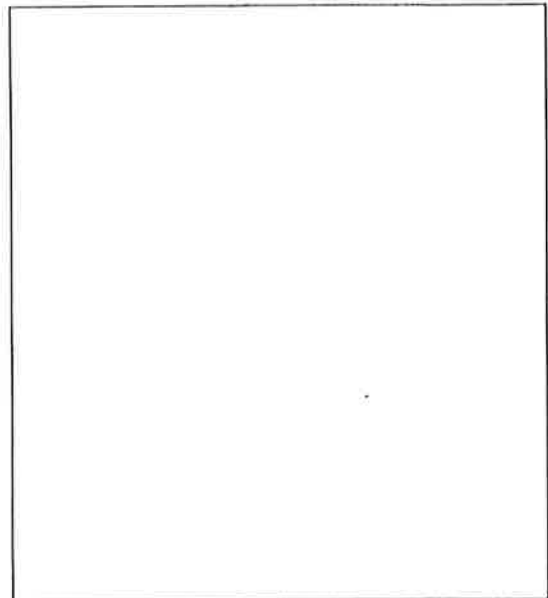
Name of Bidder: \_\_\_\_\_  
By: \_\_\_\_\_  
(signature)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Business Fax: \_\_\_\_\_  
Business E-mail: \_\_\_\_\_

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
By: \_\_\_\_\_  
(signature)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Business Fax: \_\_\_\_\_  
Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

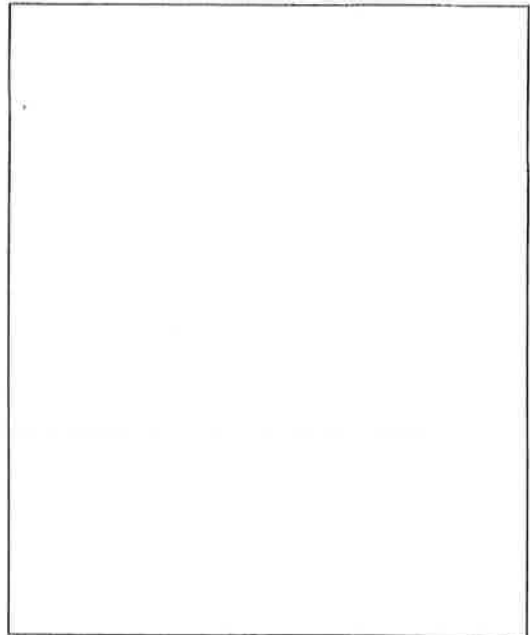
Name of Bidder: \_\_\_\_\_  
By: \_\_\_\_\_  
(signature)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Business Fax: \_\_\_\_\_  
Business E-mail: \_\_\_\_\_

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
By: \_\_\_\_\_  
(signature)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Business  
Telephone: \_\_\_\_\_  
Business Fax: \_\_\_\_\_  
Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation





DALKE & SONS CONSTRUCTION, INC.

Corporation Certificate

State of California )
County of Riverside )

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

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

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

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

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

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

Project No. FM0825000279

Bond No. Bid Bond

## **BID BOND**

(Public Work – Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Dalke & Sons Construction, Inc. ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated 2/9 2015, in the amount of Ten Percent of Amount Bid (\$ 10% ) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: Southwest Justice Center Perimeter Fence ("Project");

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety");

NOW THEREFORE, the Principal and The Ohio Casualty Insurance Company ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten Percent of Amount Bid (\$ 10% ) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County's bidding documents governing the bidding process applicable to such Bid ("Bidding Documents") enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety's liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any

way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of January 26, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Dalke & Sons Construction, Inc.  
(Firm Name – Principal)

**Affix Seal if Corporation**

4585 Allstate Drive  
Riverside, CA 92501

(Business Address)

By   
(Original Signature)

Barry Dalke, Vice President  
(Title)

The Ohio Casualty Insurance Company  
(Corporation Name – Surety)

**Affix Corporate Seal**

790 The City Drive South, Suite 200  
Orange, CA 92868

(Business Address)

By   
(Original Signature)

**ATTORNEY-IN-FACT**

Christopher Lydick

**Note:** Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina )  
County of Durham )

On January 26, 2015 before me, Heather Burroughs  
*Date Here Insert Name and Title of the Officer*

personally appeared Christopher Lydick  
*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 Heather Burroughs  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

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

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

Certificate No. 6715385

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bobbi D. Pendleton; Camille Smith; Christopher Lydick; Heather Burroughs; Julie McElligott; Kenneth J. Peeples; Kitara A. Smith; Nell Biller; Phoebe C. Honeycutt

all of the city of Durham, state of NC 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 pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of September, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 17th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS 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 March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**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 limitation 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company 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 Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26 day of January, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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


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

## BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- cash,
- cashier's check payable to the order of the County of Riverside, or
- certified check payable to the order of the County of Riverside,

in the amount of Ten Percent  
dollars/\_\_\_\_\_ cents (\$ 10% ), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
\_\_\_\_\_  
Signature

Dalke & Sons Construction, Inc.  
Print Name of Bidder

Barry Dalke, Vice President  
Print Name of Signer



**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

I am the Vice President of Dalke & Sons Construction, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder 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. 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on February 9, 2015 [date], at Riverside [city], California [state].

  
\_\_\_\_\_  
[Signature of Declarant]

Barry Dalke  
\_\_\_\_\_  
[Printed Name of Person Signing]

Dalke & Sons Construction, Inc.  
\_\_\_\_\_  
[Name of Bidder]

Vice President  
\_\_\_\_\_  
[Office or Title]

\*\*SEE ATTACHED CERTIFICATE\*\*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )

On February 9, 2015 before me, Natalie Flores, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Barry Travis Dalke  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: County of Riverside, Non Collusion Dec Document Date: 2/9/2015  
Number of Pages: 1 Signer(s) Other Than Named Above: NO OTHER SIGNERS

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

Signer's Name: Barry Travis Dalke  
 Corporate Officer — Title(s): Vice President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Dalke & Sons Construction, Inc.

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)


In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> Dalke & Sons Construction, Inc.		<i>Federal ID Number (or n/a)</i> 330466455
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Barry Dalke, Vice President		
<i>Date Executed</i> February 4, 2015	<i>Executed in</i> Riverside, CA	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
As fault	Harty Harper Inc	- Santa Ana, ca
concrete	Mascero Concrete	- Thousand Palms ca
Demolition	Demolition Specialist Inc.	- Corona Ca.
Electrical	Integral Electrical Engineering	- Glen Dale, ca
Fencing & Operators	Ace Fence Co.	La Puente, ca
Lockers	Space Saver Enter	Mountain - San Diego, ca
Hand rails & Shade eruptors	Charlie Tuttle Custom	Welding - Bensall, ca

Date: February 4, 2015

Dalke & Sons Construction, Inc.

(Name of Bidder)

By: 

(Signature of Bidder)

Address: 4585 Allstate Drive

Riverside, CA 92501

Phone: 951-274-9880

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
Masonry	Ta Lynch Masonry	Beana Park, ca
grating	Ed Grave & ASS.	Altaloma

Date: February 4, 2015

Dalke & Sons Construction, Inc.  
(Name of Bidder)

By:   
(Signature of Bidder)

Address: 4585 Allstate Drive  
Riverside, CA 92501

Phone: 951-274-9880

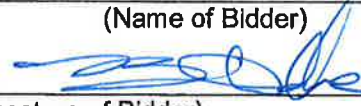
## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>

Date: February 4, 2015

Dalke & Sons Construction, Inc.  
(Name of Bidder)

By:   
(Signature of Bidder)

Address: 4585 Allstate Drive  
Riverside, CA 92501

Phone: 951-274-9880

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>

Date: February 4, 2015

Dalke & Sons Construction, Inc.  
(Name of Bidder)

By:   
(Signature of Bidder)

Address: 4585 Allstate Drive  
Riverside, CA 92501

Phone: 951-274-9880



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

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

2015 FEB -9 PM 1:59  
RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

**Proposal Enclosed For:**  
**COUNTY OF RIVERSIDE**  
**ADMINISTRATION CENTER**  
**4080 Lemon Street, 1<sup>st</sup> Floor**  
**Riverside, Ca 92501**

**Project # FM082501000279**  
**Southwest Justice Center Perimeter**  
**Fence**

Due Date: February 9, 2015  
Bid Time: 2:00p.m.

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

## BID FORM

**TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:**

Date: 2/2/15  
 Bidder: FENCECORP INC

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

Southwest Justice Center Perimeter Fence,

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions;** and
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$ 1,191,676.00 (state in words) ONE MILLION ONE HUNDRED NINETY ONE THOUSAND SIX HUNDRED dollars  
 and \_\_\_\_\_ cents. SEVENTY SIX DOLLARS

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.	<u>1</u>	Date:	<u>1-26-15</u>
Addendum No.	<u>2</u>	Date:	<u>2-3-15</u>
Addendum No.	<u>3</u>	Date:	<u>2-3-15</u>
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1: Course of Construction Insurance</b>	
Figures: \$ <u>225.00</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>TWO HUNDRED TWENTY FIVE DOLLARS</u>	
Dollars <u>—</u> Cents	
<b>Alternate 2: insert description here</b> <u>Concrete Bond Beam</u>	
Figures: \$ <u>42,400.00</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>FOURTY TWO THOUSAND FOUR HUNDRED</u>	
<u>DOLLARS</u> Dollars <u>—</u> Cents	
<b>Alternate 3: insert description here</b> <u>35 LOCKERS</u>	
Figures: \$ <u>27,987.00</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>TWENTY SEVEN THOUSAND NINE HUNDRED</u>	
<u>EIGHTY SEVEN</u> Dollars <u>—</u> Cents	
<b>Alternate 4: insert description here</b> <u>52 LOCKERS</u>	
Figures: \$ <u>40,505.00</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: <u>FOURTY THOUSAND FIVE HUNDRED &amp; FIVE DOLLARS</u>	
Dollars <u>—</u> Cents	
<b>Alternate 5: insert description here</b>	
Figures: \$ _____	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: _____	
Dollars _____ Cents	

**THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:**

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.
2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.
3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).
4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

**Individual Bidder**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name of Bidder: FENCECORP, INC.

State of Incorporation: CA

By: [Signature]  
(Signature)

Print Name: Robert McPherson

Title: VICE PRESIDENT

Date: 2-2-15

Business Address: 111 N. Main St  
RIVERSIDE CA 92501

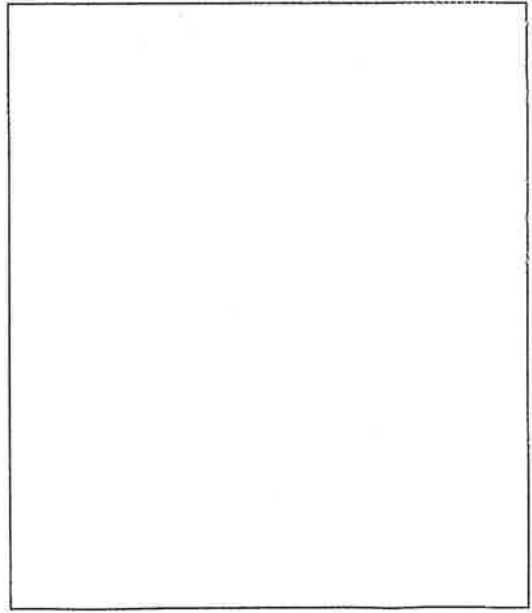
Business Telephone: 951-686-3170

Business Fax: 951-788-7759

Business E-mail: B.McPHERSON@FENCECORP.US

Contractor's License: 886544  
Dept. of Industrial Relations  
Registration No: 1000000850

Space for Corporate Seal and Attestation  
see Attached



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )

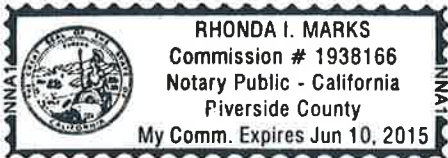
On Feb 9, 2015 before me, Rhonda I. Marks, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Robert McPherson  
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 Rhonda I. Marks  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**Partnership Bidder**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

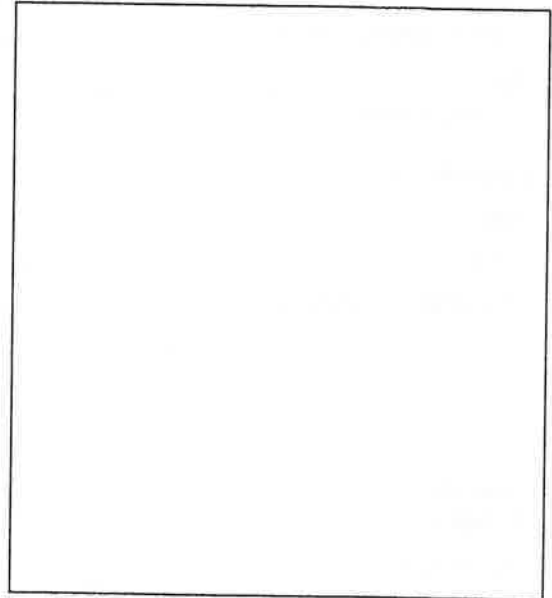
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

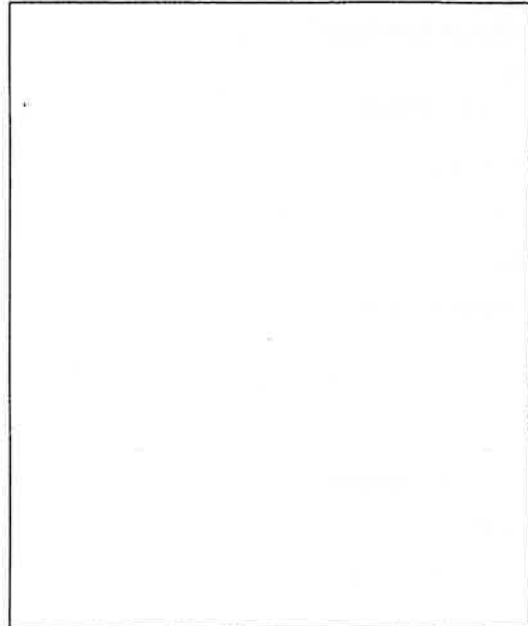
Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business  
Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation





Project No. FM08250000279

Bond No. N/A

## **BID BOND**

(Public Work – Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned FenceCorp., Inc. ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated February 4 2015, in the amount of one million one hundred and ninety one thousand one hundred seventy six dollars (\$1,191,676.00) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: Southwest Justice Center Perimeter Fence ("Project");

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety");

NOW THEREFORE, the Principal and Western Surety Company ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of not to exceed ten percent (10%) of the total bid amount (\$-----) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County's bidding documents governing the bidding process applicable to such Bid ("Bidding Documents") enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety's liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any

way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of January 27, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

FenceCorp., Inc.

**Affix Seal if Corporation**

(Firm Name – Principal)

111 Main Street

Riverside, CA 92501

(Business Address)

By 

(Original Signature)

Vice President  
(Title)

Western Surety Company

**Affix Corporate Seal**

(Corporation Name – Surety)

4150 N. Drinkwater Blvd., Suite 410

Scottsdale, CA 85251

(Business Address)

By 

(Original Signature)

ATTORNEY-IN-FACT

Julia Bo Gladding

**Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kenneth A Coate, Julia Bo Gladding, Monica M Keehfuss, Individually**

of Riverside, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of October, 2012.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

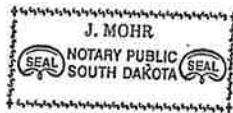
State of South Dakota }  
County of Minnehaha }

ss

On this 15th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this JAN 27 2015 day of \_\_\_\_\_.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On JAN 27 2015 before me, Stephanie D. Fisher, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Julia Bo 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 \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: Julia B. Gladding  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: no other signers  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )

On Feb. 9, 2015 before me, Rhonda I. Marks, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Robert McPherson  
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 Rhonda I. Marks  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
SHADE STROC.	USA SHADE	1085 N. MAIN ST SUITE C ORANGE CA 92867
SURVEYING	LANDMARK SURVEYING	7231 BOULDER AVE #538 HIGHLAND CA 92346
ELEC.	V.T. ELEC.	10825 VERON AVE ONTARIO CA 91762
DEMO, GRADE, PAVING CONCRETE	EXCEL PAVING	2230 LEMON AVE LONG BEACH CA 90806
BLOCK WALL & FOOTINGS	WINEGARDNER MASONRY	32147 DUNLAP BLVD YUCAIPA CA 92399
ACCESS CONTROLS	CCS	4241 PONDEROSA AVE SUITE D SAN DIEGO CA 9213

Date: Feb 2 2015

FENCECORP INC  
(Name of Bidder)

By: [Signature]  
(Signature of Bidder)

Address: 111 N. MAIN ST  
RIVERSIDE CA 92501

Phone: 951-686-3170

## BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- cash,
- cashier's check payable to the order of the County of Riverside, or
- certified check payable to the order of the County of Riverside,

in the amount of 10% dollars/\_\_\_\_\_ cents (\$\_\_\_\_\_), which amount is equal to ten percent (10%) of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
\_\_\_\_\_  
Signature

FENCECORP INC  
\_\_\_\_\_  
Print Name of Bidder

Robert McPherson V.P  
\_\_\_\_\_  
Print Name of Signer



**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

I am the VICE PRESIDENT of FENCECORP INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder 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. 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on FEB 2 2015 [date], at RIVERSIDE [city], CA [state].



[Signature of Declarant]

ROBERT MCPHERSON

[Printed Name of Person Signing]

FENCECORP INC.

[Name of Bidder]

VICE PRESIDENT

[Office or Title]

## Iran Contracting Act

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

### **Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Contractor Name/Financial Institution (Printed) <b>FENCECORP INC.</b>		Federal ID Number (or n/a) <b>205359500</b>
By (Authorized Signature) 		
Printed Name and Title of Person Signing <b>ROBERT MCPHERSON</b>		
Date Executed <b>2-2-15</b>	Executed in <b>RIVERSIDE, CA</b>	

**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Project No. FM08250000279

Bond No. \_\_\_\_\_

## **PAYMENT BOND**

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_, has awarded Construction Contract Number \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_ as Principal ("Principal") to perform the work ("Work") for the following project Southwest Justice Center Perimeter Fence;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

**Affix Seal if Corporation**

\_\_\_\_\_  
(Firm Name – Principal)

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Corporation Name – Surety)

**Affix Corporate Seal**

\_\_\_\_\_

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

By \_\_\_\_\_  
(Signature – Attached Notary's Acknowledgment)

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

**Note:** Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached

Project No. FM08250000279

Bond No. \_\_\_\_\_

**PERFORMANCE BOND**

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on \_\_\_\_\_, 20\_\_, has awarded Construction Contract Number \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_ as Principal ("Principal") to perform the work ("Work") for the following project: Southwest Justice Center Perimeter Fence, which Contract is by this reference hereby incorporated herein and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors

by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

\_\_\_\_\_

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

\_\_\_\_\_  
**By**  
**(Signature – Attached Notary’s Acknowledgment)**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
**(Title-Attach Power of Attorney)**

**Note:** Notary acknowledgment of signatures of Bidder and Surety, and Surety’s Power of Attorney, must be included or attached



## DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of FENCECORP INC ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is 100-814366.

2. The Bidder's workers' compensation insurance policy number is AICW08371400 and the name, address, and telephone number of the insurance carrier providing said insurance is: Old Republic Gen. Ins Corp  
707 WILSHIRE BLVD. SUITE 2600 LA CA 90017 866-283-7122.

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

Vehicle	Vehicle ID #	Vehicle Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
<u>SEE ATTACHED</u>		<u>AICA08371400</u>	<u>Old Republic Gen. Ins. Corp.</u> <u>707 WILSHIRE BLVD</u> <u>SUITE 2600 LA CA 90017</u> <u>866-283-7122</u>

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]: NONE

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

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

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by 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 either as an individual employer, or as one employer in a group of employers, 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 or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California Labor Code which require 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 the work of this contract.

FENCECORP INC.

(Name of Contractor)

Robert McPherson

By:

ROBERT MCPHERSON

(Name of Signer)

Robert McPherson

(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

FenceCorp  
Riverside

6	3FDNF65441MA31913	1913	6R14748	FCR	Jose Medina	MAY	FORD	01	F-650	20'
11	3FDNF65481MA66731	6731	49460F1	FCR	Went to O/side	MAY	FORD	01	F-650	18'
49	3FDNF65431MA88491	8491	6T54082	FCR	GABRIEL NUNEZ	SEP	FORD	01	F-650	18'
64	1GBE4C3G36F420561	0561	7Z40300	FCR	Spare 4x4	MAR	CHEVY	06	4500	
77	3FDNF65471MA82659	2659	6S85251	FCR	MIGUEL CASTELLON	AUG	FORD	01	F-650	20'
111	3FDNF65453MB06198	6198	7A86677	FCR	Equipment Hauler / Trailer	NOV	FORD	03	F-650	14'
136	1GBJ7H1B3XJ108927	8927	6F65296	FCR	Went to F/works Riv	NOV	CHEVY	99	6500	14'
149	3FDNF654X1MA90741	0741	7Z23317	FCR	JAMES LEONARD	NOV	FORD	01	F-650	20'
154	3FDNF65412MA29554	9554	6W96348	FCR	Jose Garcia	APR	FORD	02	F-650	
174	3FDNF65473MB07837	7837	7F66483	FCR	JIM RANARD	JUL	FORD	03	F-650	
193	1GBE5C1E54F522441	2441	7L82601	FCR	Willie Daugherty	JUN	CHEVY	04	5500	
236	1GBJK34U76E223357	3357	8A61897	FCR	1 Ton / Guardrail	MAY	CHEVY	06	3500 4X4	
237	1GCHK23U86F202176	2176	8C39714	FCR	JAMES LEONARD	MAY	CHEVY	06	3500 4X4	
246	1HTSCAAM5YH277413	7413	6C89687	FCR	Dump Truck	OCT	INTL	00	4700 DIESEL	
263	1HTMMAAM73H591448	1448	8L05039	FCR	Equipment Hauler	NOV	INTL	03	FLATBED	
265	1HTMMAAMX3H563174	3174	8L05349	FCR	Equipment Hauler	NOV	INTL	03	FLATBED	
J-2	2FZACGCS87AY51871	1871	8M17381	FCR	Guardrail Truck	SEP	STERLG	07	GUARD RAIL	
S-23	1GCCS148X68158059	8059	8B65344	FCR	FRANK KRIZEK	MAY	CHEVY	06	COLORADO	
S-143	2G1WB58N079107785	7785	6KCZ905	FCR	STEVE VAN DIEN	JUL	CHEVY	07	IMPALA	
S-154	1GECK19C57E500333	0333	8K88394	FCR	Crew Pickup	SEP	CHEVY	07	SILVERADO	
S-156	1GCHK23K97F501210	1210	8M33608	FCR	Crew Pickup	NOV	CHEVY	07	SILVERADO	
S-157	1GCHK23KX7F501958	1958	8M33607	FCR	Crew Pickup	NOV	CHEVY	07	SILVERADO	
S-179	1GCSKSE35AZ205649	5649	8B23388	FCR	Kenny Cocek	MAY	CHEVY	10	SILVERADO 4X4	
S-194	1GCNCPX5BZ439995	9995	20994B1	FCR	Frank K old truck	AUG	CHEVY	11	SILVERADO	
S-206	1G1PA5SG6D7256619	6619	7BHF092	FCR	Jeremiah Alexander	AUG	CHEVY	13	CRUZE	

172  
S-235

7F66478 FCR Pat Speer F-650 18'  
 8C39717 FCR Crew Pickup Silverado  
 8B23417 FCR Bob McPherson Silverado  
 8B23378 FCR Perry Massie 10 Silverado 4x4  
 8P72397 FCR Tom Dadarrio Silverado 4x4

<b>Total Number of Workers</b>	<b>Total Amount of Wages</b>	<b>Date(s) for Payment of Wages</b>
10	125,000-	EVERY FRIDAY

6. Check only one of the following boxes, as applicable:

The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<b>List of Independent Contractors</b>	<b>Current, local, state and federal contractor license identification number</b>
SHADE USA	989458
CANDMARK SURVEYING	LX5439
VIT ELEC.	763236
EXCEL PAVING	488659
WINEGARDNER	390895
ELC	731376

8. Check only one of the following boxes, as applicable:

The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent contractors that will be utilized, and if and when the actual number of independent

contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 2 day of FEB, in the year 2015 at RIVERSIDE, California.

  
\_\_\_\_\_  
(signature)

Robert McPHERSON  
\_\_\_\_\_  
Type Name of Signer:

FENCECORP, INC.  
\_\_\_\_\_  
Type Name of Bidder:

## SUBSTITUTION REQUEST FORM

ONLY ONE (1) REQUEST FOR SUBSTITUTION FOR EACH PRODUCT WILL BE CONSIDERED. USE A SEPARATE SUBSTITUTION REQUEST FORM FOR EACH PROPOSED SUBSTITUTION.

TO: COUNTY OF RIVERSIDE  
 PROJECT: Southwest Justice Center Perimeter Fence  
 PROJECT NO.: FM08250000279

Bidder requests Substitution of the following material, product, thing or service:

<b>Specification Section</b>	<b>Article No.</b>
<b>Specified Item</b>	<b>Address</b>
<b>Manufacturer's Name</b>	<b>Model or Catalog Number</b>
<b>Trade Name of Product</b>	<b>Specified Fabricators and Suppliers</b>

For each proposed Substitution, list below where in the Specifications the item to be replaced is currently specified, the item specified in the Specifications and that is proposed to be replaced by the Substitution and a brief description of the proposed Substitution:

Specification Reference	Specified Item	Proposed Substitution

**Respond to each of the following questions, attaching additional sheets if required:**

In the case of a manufactured material, product or thing, does the manufacturer certify that the proposed Substitution is appropriate for use as an "equal" to the material, product, or thing specified?

Yes       No

If so, attach such certification.

Are maintenance services available?

Yes  No

If so, describe scope and terms, including any limitations on maintenance services: \_\_\_\_\_

Are replacements materials, products or things, and all parts thereof, available?

Yes  No

Contractor agrees to provide specified item in the event this Substitution Request is denied?

Yes  No

Does the Substitution affect dimensions shown On Drawings?

Yes  No

If so, clearly describe changes: \_\_\_\_\_

Will you pay for changes to the building design, including architectural, engineering and detailing costs caused by the acceptance of the requested Substitution?

Yes  No

Would the Substitution, if used, affect any other trades?

Yes  No

If so, describe each affect: \_\_\_\_\_

Would the Substitution, if used, affect your ability to meet The time periods for construction required by the Bidding Documents?

Yes  No

If so, describe each affect: \_\_\_\_\_

Are there any differences between Substitution and specified item?

Yes  No

If so, describe each difference: \_\_\_\_\_

Are the manufacturer's guarantees and warranties of the Substitution and the specified item the same?

Yes  No

If so, describe each difference or attach copy of all written guarantees and warranties provided for the Substitution : \_\_\_\_\_

Attach complete product data, including but not limited to laboratory tests, approval numbers, research report numbers, listings, and approved assembly descriptions as specified in Section \_\_\_\_\_ of the Specifications or as required by Governmental Authorities under Applicable Laws.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**County**

\_\_\_\_\_  
By

\_\_\_\_\_  
Reviewed by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Remarks

\_\_\_\_\_  
**Design Consultant**

\_\_\_\_\_  
Reviewed by:

**SPACE RESERVED FOR COUNTY USE ONLY:**

Decision on Substitution Request:

**Grant**

**Deny**



FenceCorp, Inc.  
111 Main Street  
Riverside, CA 92501

Sealed Bid For  
Southwest Justice Center  
Security Fencing Project

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

RECEIVED RIVERSIDE COUNTY  
CLERK/BOARD OF SUPERVISORS  
2015 FEB -9 PM 3:05

## BID FORM

**TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:**

Date: 2.9.15

Bidder: HINKLEY AND ASSOCIATES, INC.

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

Southwest Justice Center Perimeter Fence,

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes,
- **Builder's Risk (Course of Construction) Insurance coverage in accordance with the terms of Subparagraph 11.1.1.5 of the General Conditions;** and
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Base Bid price of (state in figures) \$ 775,000.00 (state in words) SEVEN HUNDRED SEVENTY FIVE THOUSAND dollars  
and 00 cents.

The foregoing Base Bid is submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.	1	Date:	1.26.2015
Addendum No.	2	Date:	2.3.2015
Addendum No.	3	Date:	2.3.2015
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

Subject to County's acceptance of such Alternate(s) in the manner set forth in the Instructions to Bidders, the foregoing Base Bid shall be adjusted as hereinafter stated for the following Alternates set forth in the Bidding Documents and/or the above-listed Addenda:

State Amount (in words and figures)	State if Amount is an "Add" or "Deduct" to Base Bid or, if Base Bid is Not Affected, Enter "No Change"
<b>Alternate 1: Course of Construction Insurance</b>	
Figures: \$ 2,857.00	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: TWO THOUSAND EIGHT HUNDRED	
FIFTY SEVEN Dollars 00 Cents	
<b>Alternate 2: CONCRETE BOND BEAM</b>	
Figures: \$ 15,146.00	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: FIFTEEN THOUSAND ONE HUNDRED	
FORTY SIX Dollars 00 Cents	
<b>Alternate 3: 35 NEW LOCKERS</b>	
Figures: \$ 48,157.00	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: FORTY EIGHT THOUSAND ONE HUNDRED	
FIFTY SEVEN Dollars 00 Cents	
<b>Alternate 4: 52 NEW LOCKERS</b>	
Figures: \$ 66,692.00	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words: SIXTY SIX THOUSAND SIX HUNDRED	
NINETY TWO Dollars 00 Cents	
<b>Alternate 5:</b>	
Figures: \$	<input type="checkbox"/> Add <input type="checkbox"/> Deduct <input type="checkbox"/> No Change
Words:	
Dollars Cents	

**THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:**

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.

2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

**Individual Bidder**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Contractor's License: \_\_\_\_\_  
Dept. of Industrial Relations  
Registration No: \_\_\_\_\_

**Corporation Bidder**

Corporate Name  
of Bidder: HINKLEY AND ASSOCIATES, INC.

State of Incorporation: CALIFORNIA

By: \_\_\_\_\_  
(Signature)

Print Name: TROY FRIES

Title: ESTIMATOR

Date: 2.4.2015

Business Address:  
6962 BOULDER AVE  
HIGHLAND CA, 92346

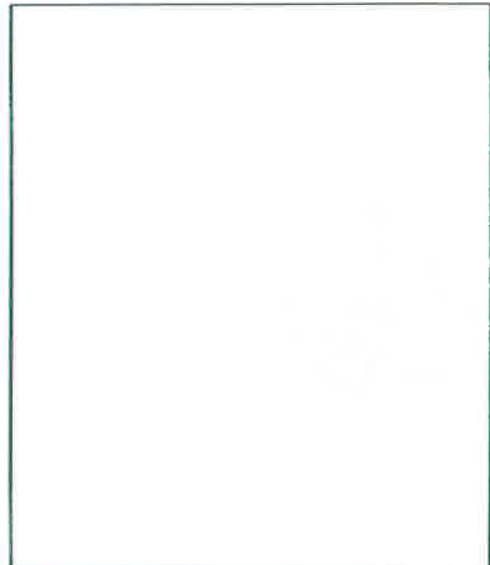
Business Telephone: 909.862.5522

Business Fax: 909.862.5541

Business E-mail: troy@hinkleygc.org

Contractor's License: 760789  
Dept. of Industrial Relations  
Registration No: 1000001803

Space for Corporate Seal and Attestation



**Partnership Bidder**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

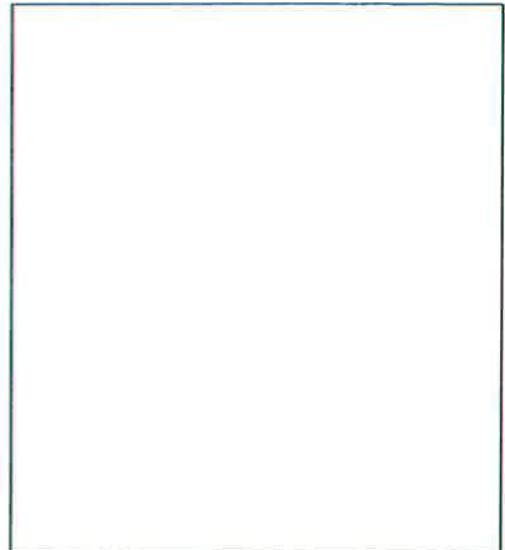
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



**Joint Venture Bidder**

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name  
of Partner: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

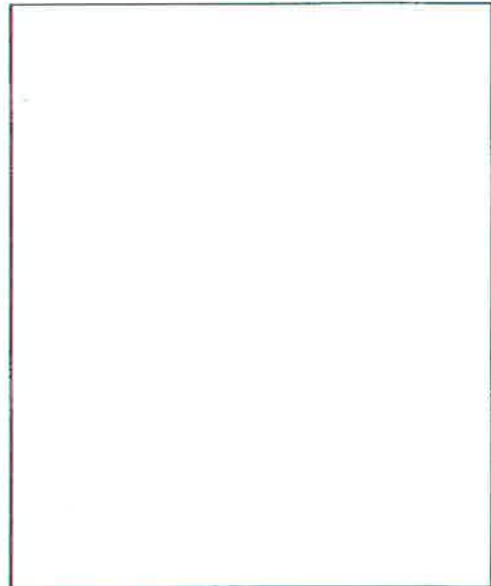
Business Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business  
Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-mail: \_\_\_\_\_

Space for Corporate Seal and Attestation



Project No. FM08250000279

Bond No. CDGB103079

## **BID BOND**

(Public Work – Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned Hinkley and Associates, Inc. ("Principal") is herewith submitting to the County of Riverside ("County") a Bid dated February 4th 2015, in the amount of ten percent of greatest amount bid (\$10% of G.A.B.) [Enter amount of Principal's Bid Amount, as defined in the Instructions to Bidders] ("Bid Amount") for the award by County to Principal of a contract ("Contract") for the following: Southwest Justice Center Perimeter Fencet ("Project");

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of ten percent (10%) of the Bid Amount, which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 ("Admitted Surety");

State National Insurance Company, Inc. Administered by: Contractor Managing General Insurance Agency, Inc. 20335 Ventura Blvd. Suite 426, Woodland Hills, CA 91364

NOW THEREFORE, the Principal and \_\_\_\_\_ ("Surety"), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten percent of greatest amount bid (\$ 10% of G.A.B) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County's bidding documents governing the bidding process applicable to such Bid ("Bidding Documents") enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety's liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents shall in any




way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of January 27th \_\_\_\_\_, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.


Hinkley and Associates, Inc.  
**(Firm Name – Principal)**  
6962 Boulder Avenue  
Highland, CA 92346

**Affix Seal if Corporation**

**(Business Address)**  
By   
**(Original Signature)**  
VP of OPERATIONS  
**(Title)**

State National Insurance Company, Inc. administered by:  
Contractor Managing General Insurance Agency, Inc.  
**(Corporation Name – Surety)**  
20335 Ventura Blvd. Suite 426  
Woodland Hills, CA 91364

**Affix Corporate Seal**

**(Business Address)**  
By   
**(Original Signature)**  
ATTORNEY-IN-FACT  
Stephanie Hope Shear

**Note:** Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached

**State National Insurance Company, Inc. Administered by:  
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.**

**POWER OF ATTORNEY**

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, the following bond described as:

Southwest Justice Center Perimeter Fence (FM08250000279)

for: Three Million and 00/100 Dollars (\$3,000,000)

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.

The execution of such instrument(s) in pursuance of these present, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. 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 the principal office.

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 24th day of March, 2014.

STATE NATIONAL INSURANCE COMPANY, INC.

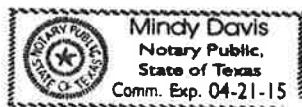
Terry L. Ledbetter, President

Trace Ledbetter, Secretary

STATE OF TEXAS  
County of Tarrant

On this 24th day of March, 2014 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.



[Notary Stamp]

Signature of Notary

I, Trace Ledbetter, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attested the seal of said Company this 27th day of January, 2015

Trace Ledbetter, Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

On JAN 27 2015 before me, JAN MICHELLE RIVERA, NOTARY PUBLIC,  
*Date Here Insert Name and Title of the Officer*  
personally appeared STEPHANIE HOPE SHEAR  
*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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

## BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- cash,
- cashier's check payable to the order of the County of Riverside, or
- certified check payable to the order of the County of Riverside,

in the amount of 10% of Total Bid  
dollars/ \_\_\_\_\_ cents (\$ \_\_\_\_\_), which amount is equal to ten percent (10%)  
of the Bidder's Bid Amount, as defined in the Instructions to Bidders.

  
\_\_\_\_\_  
Signature

HINKLEY AND ASSOCIATES, INC.  
Print Name of Bidder

TROY FRIES  
Print Name of Signer

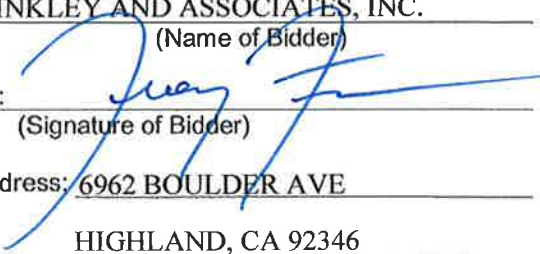
## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4, commencing at Section 4100, Division 2, Part 1 of the Public Contract Code of the State of California) and any amendments thereto ("Act"), Bidder sets forth below the information required by the Act for those Subcontractors who are required to be listed by Bidder pursuant to the provisions of the Act [Insert information requested. Attach additional sheets, if needed.]:

<u>Portion of Work</u>	<u>Subcontractor Name</u>	<u>Location</u>
FENCING	RODARTE CONCRETE & FENCE	HESPERIA CA
ELECTRICAL	SUNCOAST	YUCAIPA CA
DEMO, GRADING CONCRETE, PAVING	ACT 1 CONST	NORCO, CA
MASONRY	NU WAY INC.	RIVERSIDE, CA
LOCKERS	SPACESAVERS	SAN DIEGO, CA
SHADE SHELTER	USA SHADE	ORANGE, CA
SURVEY	J & B ENGINEERS	POWAY, CA

Date: 2.4.2015

HINKLEY AND ASSOCIATES, INC.  
(Name of Bidder)

By:   
(Signature of Bidder)

Address: 6962 BOULDER AVE  
HIGHLAND, CA 92346

Phone: 909.862.5522

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

I am the ESTIMATOR of HINKLEY & ASSOCIATES, INC., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder 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. 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.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2.3.2015 [date], at HIGHLAND [city], CALIFORNIA [state].

  
\_\_\_\_\_  
[Signature of Declarant]

TROY FRIES  
\_\_\_\_\_  
[Printed Name of Person Signing]

HINKLEY AND ASSOCIATES, INC.  
\_\_\_\_\_  
[Name of Bidder]

ESTIMATOR  
\_\_\_\_\_  
[Office or Title]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 3rd  
day of Feb., 2015, by TROY FRIES

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



(Seal)

Signature 

Non-collusion declaration to be executed by Bidder and submitted with Bid

**Iran Contracting Act**  
(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**Option #1 – Certification**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i> HINKLEY AND ASSOCIATES, INC.		<i>Federal ID Number (or n/a)</i> 33-0939614
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> TROY FRIES/ESTIMATOR		
<i>Date Executed</i> 2.4.2015	<i>Executed in</i> HIGHLAND, CA	



**Option #2 – Exemption**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

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

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by 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 either as an individual employer, or as one employer in a group of employers, 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 or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California Labor Code which require 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 the work of this contract.

HINKLEY AND ASSOCIATES, INC.

\_\_\_\_\_  
(Name of Contractor)

*ESTIMATOR*

\_\_\_\_\_  
By:

TROY FRIES

\_\_\_\_\_  
(Name of Signer)

  
\_\_\_\_\_  
(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**DECLARATION OF SUFFICIENCY OF FUNDS**

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of HINKLEY & ASSOCIATES INC ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is 33-0939614.

2. The Bidder's workers' compensation insurance policy number is 7600002062111 and the name, address, and telephone number of the insurance carrier providing said insurance is: SUPPLE MERRILL & DRISCOLL INSURANCE & BROKERS  
P.O. BOX 2408 PASADENA CA 91102.

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Bidder's Bid [Insert information requested. Attach additional sheets, if needed.]:

<b>Vehicle</b>	<b>Vehicle ID #</b>	<b>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</b>	<b>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</b>
2004 CHEVY P/U	IGCHC24054 E128410	25-CC-269855-1	SUPPLE MERRILL & DRISCOLL INSURANCE & BROKERS P.O. BOX 2408 PASADENA, CA. 91102
2007 CHEVY P/U	IGCHK23D37 E177253	25-CC269855-1	626.795.9921

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Bidder's Bid [If no such housing will be provided, enter "none"]: NONE

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]: 2

<b>Total Number of Workers</b>	<b>Total Amount of Wages</b>	<b>Date(s) for Payment of Wages</b>
2	\$ 60,000.00	3.2.2015-7.31.2015

6. Check only one of the following boxes, as applicable:

The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<b>List of Independent Contractors</b>	<b>Current, local, state and federal contractor license identification number</b>
Bryan D McBride	740664

8. Check only one of the following boxes, as applicable:

The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Bidder's best estimate available at the time of submitting its Bid, rather than the actual number of independent contractors that will be utilized, and if and when the actual number of independent

contractors and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 9th day of February, in the year 2015 at Highland, California.

  
\_\_\_\_\_  
(signature)  
TROY FRIES  
Type Name of Signer:

HINKLEY AND ASSOCIATES, INC.  
Type Name of Bidder:

## SUBSTITUTION REQUEST FORM

ONLY ONE (1) REQUEST FOR SUBSTITUTION FOR EACH PRODUCT WILL BE CONSIDERED.  
USE A SEPARATE SUBSTITUTION REQUEST FORM FOR EACH PROPOSED SUBSTITUTION.

**TO:** COUNTY OF RIVERSIDE  
**PROJECT:** Southwest Justice Center Perimeter Fence  
**PROJECT NO.:** FM08250000279

Bidder requests Substitution of the following material, product, thing or service:

<b>Specification Section</b> N/A	<b>Article No.</b>
<b>Specified Item</b>	<b>Address</b>
<b>Manufacturer's Name</b>	<b>Model or Catalog Number</b>
<b>Trade Name of Product</b>	<b>Specified Fabricators and Suppliers</b>

For each proposed Substitution, list below where in the Specifications the item to be replaced is currently specified, the item specified in the Specifications and that is proposed to be replaced by the Substitution and a brief description of the proposed Substitution:

Specification Reference	Specified Item	Proposed Substitution
N/A		

**Respond to each of the following questions, attaching additional sheets if required:**

In the case of a manufactured material, product or thing, does the manufacturer certify that the proposed Substitution is appropriate for use as an "equal" to the material, product, or thing specified?

Yes       No

If so, attach such certification.

Are maintenance services available?  Yes  No

If so, describe scope and terms, including any limitations on maintenance services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are replacements materials, products or things, and all parts thereof, available?  Yes  No

Contractor agrees to provide specified item in the event this Substitution Request is denied?  Yes  No

Does the Substitution affect dimensions shown On Drawings?  Yes  No

If so, clearly describe changes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will you pay for changes to the building design, including architectural, engineering and detailing costs caused by the acceptance of the requested Substitution?  Yes  No

Would the Substitution, if used, affect any other trades?  Yes  No

If so, describe each affect: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Would the Substitution, if used, affect your ability to meet The time periods for construction required by the Bidding Documents?  Yes  No

If so, describe each affect: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any differences between Substitution and specified item?  Yes  No

If so, describe each difference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are the manufacturer's guarantees and warranties of the Substitution and the specified item the same?  Yes  No

If so, describe each difference or attach copy of all written guarantees and warranties provided for the Substitution : N/A  
\_\_\_\_\_  
\_\_\_\_\_

Attach complete product data, including but not limited to laboratory tests, approval numbers, research report numbers, listings, and approved assembly descriptions as specified in Section \_\_\_\_\_ of the Specifications or as required by Governmental Authorities under Applicable Laws.

HINKLEY AND ASSOCIATES, INC. \_\_\_\_\_

**Contractor**

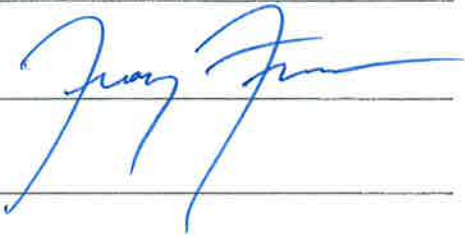
\_\_\_\_\_ **County**

TROY FRIES/ESTIMATOR \_\_\_\_\_

By

\_\_\_\_\_ Reviewed by:

2.9.15  
Date



\_\_\_\_\_ Date

\_\_\_\_\_  
Remarks

\_\_\_\_\_  
**Design Consultant**

\_\_\_\_\_  
Reviewed by:

**SPACE RESERVED FOR COUNTY USE ONLY:**

Decision on Substitution Request:

**Grant**

**Deny**



# HINKLEY AND ASSOCIATES, INC.

*General Contractors*

Lic. # 760789

6962 Boulder Avenue  
Highland, California 92346

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

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2015 FEB -9 PM 1:40

SOUTHWEST JUSTICE CENTER  
PERIMETER FENCING  
FM08250000279

BID DATE: 2.9.2015  
BID TIME: 2:00 P.M.

RECEIVED RIVERSIDE  
CLERK / BOARD OF SUP

2015 FEB -9 PM

\*

RIVERSIDE COUNTY EDA  
CLERK OF THE BOARD  
4080 LEMON STREET 1ST FLOOR  
RIVERSIDE CA 92501