County of San Bernardino
Architecture and Engineering Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino CA, 92415
(909) 387-5000

GBJOC7

General Building Job Order Contract Services

Project Manager: Levi Oveson

Bid Time: 2:00 PM

Bid Date: 10/29/2014

| CONTRACTOR | Bid Bond | Bid Signed | NCD | Items Included in Bid | | | | | | | | Award Formula | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Factor 1 Zone 1 Normal Working Hours | Factor 2 Zone 1 Other Than Normal Working Hours | Factor 3 Zone 1 Rapid Response Projects | Factor 4 Zone 1 Restricted Areas | Factor 5 Zone 2 Normal Working Hours | Factor 6 Zone 2 Other Than Normal Working Hours | Factor 7 Zone 2 Rapid Response Projects | | | |
| Angeles Contractor, Inc.<br>8461 Commonwealth Ave.<br>Buena Park , CA 90621 | X | X | X | 0.5700 | 0.5701 | 0.5000 | 0.7000 | 0.5700 | 0.5701 | 0.5000 | | 0.5730 | |
| PUB Construction, Inc.<br>23441 Golden Springs Dr. #104<br>Diamond Barm CA 91765 | X | X | X | 0.5800 | 0.5802 | 0.5803 | 0.5804 | 0.5800 | 0.5801 | 0.5802 | | 0.5800 | |
| Ace Engineering, Inc.<br>1880 Wright Ave.<br>La Verne, CA 91750-2824 | X | X | X | 0.7200 | 0.7205 | 0.7250 | 0.7250 | 0.7500 | 0.7505 | 0.7550 | | 0.7243 | |
| MTM Construction, Inc.<br>16035 Phoenix Drive<br>City of Industry, CA 91745 | X | X | X | 0.7000 | 0.7100 | 0.7200 | 0.7300 | 1.1000 | 1.1500 | 1.2000 | | 0.7575 | |
| Good-Men, Inc.<br>Roofing & Construction<br>3940 Hancock Street, Sutie 220<br>San Diego, CA 92110 | X | X | X | 0.7698 | 0.7852 | 0.8083 | 0.8083 | 0.8048 | 0.8209 | 0.8450 | | 0.7796 | |
| Dalke & Sons Construction, Inc.<br>4585 Allstate Drive<br>Riverside, CA 92501-1701 | X | X | X | 0.7571 | 0.8371 | 0.8771 | 0.9271 | 0.8571 | 0.9371 | 0.9771 | | 0.7921 | |
| Everlast Builders, Inc.<br>16654 Soledad Canyon Rd., Ste. 302<br>Canyon Country, CA 91387 | X | X | X | 0.7800 | 0.7810 | 0.8800 | 0.8800 | 0.8500 | 0.8510 | 0.9510 | | 0.7989 | |
| Cal-City Construction, Inc.<br>16605 Norwalk Blvd.<br>Cerritos, CA 90703 | X | X | X | 0.9702 | 0.9955 | 1.0124 | 1.0124 | 0.9993 | 1.0253 | 1.0427 | | 0.9807 | |

Award Formula = (0.75 x Factor 1) + (0.05 x Factor 2) +(0.025 x Factor 3) + (0.05 x Factor 4) + (0.05 x Factor 5)+(0.05 x Factor 6) + (0.025 x Factor 7)

GENERAL BUILDING CONTRACTOR JOC: PROJECT NO. GBJOC7

| | |
|---|---|
| PROJECT: | JOB ORDER CONTRACT SERVICES |
| OWNER: | County of San Bernardino |
| BID OPENING: | October 29, 2014 @ 2:00 PM |
| BIDDER: | Angeles Contractor, INC. |
| TRADE: | GENERAL BUILDING CONTRACTOR GBJOC7 |

County of San Bernardino
Architecture & Engineering Department
385 North Arrowhead Avenue
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, for Job Order Contract in the County of San Bernardino, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete Job Orders as described in the Bid Documents and to execute the contract to the satisfaction of the Architecture & Engineering Department, at the following cost(s):

BID

A responsible and responsive bidder who submitted the lowest composite bid factor shall be awarded the contract, if it is awarded. The lowest composite bid factor will be considered the lowest bid. The composite bid factor will be determined by utilizing the following award formula: Factor 1 will be multiplied by .75, Factor 2 will be multiplied by .05, Factor 3 will be multiplied by .025, Factor 4 will be multiplied by .05, Factor 5 will be multiplied by .05, Factor 6 will be multiplied by .05, and Factor 7 will be multiplied by .025. These numbers will be summed for a composite bid, and the lowest composite bid will be considered the low bid.

Any alteration or addition to the form of bid proposal will invalidate same. Fill out completely all blank spaces. An incomplete form will invalidate bid.

All Adjustment Factors include applicable California state sales, tax, bonds, insurance and all other costs required to perform the Job Orders as described in the Bid Documents.

ADJUSTMENT FACTORS:

The Adjustment Factors will be used to price out fixed price Job Orders by multiplying the Adjustment Factor by the Unit Prices and quantities. The Contractor's seven (7) Adjustment Factors will be applied against the prices set forth in the Unit Price Book. The County has been

divided into two (2) Zones, as depicted on the attachment to these bid documents. The Adjustment Factors are as follows:

Zone 1: Factor 1 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 1: Factor 2 - Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 1: Factor 3 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

Zone 1: Factor 4 - Restricted Areas; for Normal Working Hours and Other Than Normal Working Hours.

Zone 2: Factor 5 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 2: Factor 6 - Other Than Normal Working Hours (5:01 p.m.to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 2: Factor 7 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

**ZONE 1**

**FACTOR 1** - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract.

0.5700

Utilize four decimal places

Zero Point five Seven Zero Zero

Bid for Normal Working Hours, Zone 1 (in words)

**FACTOR 2** - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 2 must be greater than Factor 1.

0.5701

Utilize four decimal places

Zero Point five Seven Zero One

Bid for Other Than Normal Working Hours, Zone 1 (in words)

**FACTOR 3** – Rapid Response Projects.

0.5000

Utilize four decimal places

Zero Point five zero zero zero

Bid for Rapid Response Projects, Zone 1 (in words)

**FACTOR 4** – Restricted Area Projects.

0.7000

Utilize four decimal places

Zero Point Seven zero zero zero

Bid for Restricted Area Projects, Zone 1 (in words)

**ZONE 2**

**FACTOR 5** - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract.

0.5700

Utilize four decimal places

Zero Point five Seven zero zero

Bid for Normal Working Hours, Zone 2 (in words)

**FACTOR 6** - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 6 must be greater than Factor 5.

0.5701

Utilize four decimal places

Zero Point five Seven zero One

Bid for Other Than Normal Working Hours, Zone 2 (in words)

**FACTOR 7** – Rapid Response Projects.

0.5000

Utilize four decimal places

Zero Point five zero zero zero

Bid for Rapid Response Projects, Zone 2 (in words)

The award formula below is an integral part of this bid proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below.

AWARD FORMULA

| | |
|---|---|
| Line 1: Zone 1, Factor 1 | 0.5700 |
| Line 2: Multiply Line 1 by (.75) | 0.4275 |
| Line 3: Zone 1, Factor 2 | 0.5701 |
| Line 4: Multiply Line 3 by (.05) | 0.0285 |
| Line 5: Zone1, Factor 3 | 0.5000 |
| Line 6: Multiply Line 5 by (.025) | 0.0125 |
| Line 7: Zone 1, Factor 4 | 0.7000 |
| Line 8: Multiply Line 7 by (.05) | 0.0350 |
| Line 9: Zone 2, Factor 5 | 0.5700 |
| Line 10: Multiply Line 9 by (.05) | 0.0285 |
| Line 11: Zone 2, Factor: 6 | 0.5701 |
| Line 12: Multiply Line 11 by (.05) | ~~0.0125~~ 0.0285 |
| Line 13: Zone 2, Factor: 7 | 0.5000 |
| Line 14: Multiply Line 13 by (.025) | 0.0125 |
| Line 13: Add Lines 2, 4, 6, 8, 10, 12, 14 | 0.5730 |

The above Adjustment Factors are to be specified to four decimal places. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. All prices and information required on the bid form must be either typewritten or neatly printed in ink (use figures only). The County of San Bernardino reserves the right to revise all arithmetic errors in calculations for correctness. The Bid factor of each item on the Proposal must be stated in words and numerals; in case of a conflict, words will take precedence. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail. The County reserves the right to reject any and all bids and to waive any irregularities.

TIME FOR COMPLETION:

Twelve (12) months from the contract start date or expenditure of the stated maximum value of the contract, whichever occurs first.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of Twenty Five Thousand Dollars ($25,000), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Architecture & Engineering Department, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Architecture & Engineering Department, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth within the individual Job Order, Contractor shall forfeit and pay to the County the sum of between $200 to $750 per calendar day, depending on the Job Order price and as described in the General Conditions, the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and individual Job Orders)

REJECTION OF BIDS

The undersigned agrees that the Board of Supervisors reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license as listed in the instruction

to bidders. The undersigned also certifies that all subcontractor(s) that will be utilized as per individual Job Orders will be the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 77 of the General Conditions. **The undersigned agrees to provide the Architecture and Engineering Department with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino as an additional insured. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the potential maximum contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the potential maximum contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this agreement, if the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If

this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)
(Applicable for all Bids of one million dollars ($1,000,000) or more)
(The Certification below is part of the Proposal/Bid and signing the Proposal/Bid shall constitute signature of this Certification)

In accordance with Public Contract Code section 2204(a), the proposer/bidder certifies that at the time the proposal/bid is submitted, the proposer/bidder signing the proposal/bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers/bidders are cautioned that making a false certification may subject the proposer/bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

**Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at http://www.ccr.gov and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

**Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

**Whistleblower Protection**

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall provide after award of contract the name, location of the place of business and the California contractor license number of each subcontractor who will perform work for individual Job Orders (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor. The subcontractor information will be provided as part of a complete Job Order Proposal.

ADDENDA

This bid includes: Addendum No. None dated N/A

Addendum No. _____ dated _____

Addendum No. _____ dated _____

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors, signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

**The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.**

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The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature(s) is legally binding.

Check One: ( ) Sole Proprietor; ( ) Partnership; (✓) Corporation; ( ) Other

Name of Bidder: Angeles Contractor, INC.

Address: 8461 Commonwealth AV.

Buena Park, CA 90621 Phone: 714-443-3655

Contractor's License No.: 858483 Primary Class: A, B, C9, C10, C15, C33, C54

Expiration Date of Contractor's License 5/31/15

Social Security No. or Federal Employer ID No.: 20-1181147

I declare under penalty of perjury the above is true and correct.

Authorized Signature: Title: President

Print Name: YOUNG KANG Date: 10/29/14

## NONCOLLUSION DECLARATION

## TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Angeles Contractor, 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 to 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 of 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 or 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 collusion 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 10/29/14 [date], at Buena Park [city], CA [state].

Signed: _____

Title: President

# BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that **Angeles Contractor, Inc.** as Principal, and **Berkley Insurance Company, 412 Mount Kemble Avenue, Suite 310N, Morristown, NJ 07960**, a corporation duly organized under the laws of the State of Delaware and licensed to transact business in the State of **California**, as Surety, are held and firmly bound unto **County of San Bernardino** as Obligee, in the sum of **Twenty Five Thousand and 00/100** ( **$25,000.00** ) of the enclosed bid, for payment of which sum well and truly to be made, the Principal and the Surety, bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **General Building Contractor JOC - GBJOC 7**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed on this 24th day of October , 2014

**Angeles Contractor, Inc.**

By: _____ YOUNG KANG, President

**Berkley Insurance Company** (seal)

By: Rebecca Haas-Bates

Rebecca Haas-Bates, Attorney-in-Fact

ed 10/10

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**
**CIVIL CODE § 1189**

State of California
County of Orange

On 10/24/2014 *Date* before me, R. Paramo, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Rebecca Haas-Bates *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*

R. PARAMO
Commission # 2035890
Notary Public - California
Orange County
My Comm. Expires Aug 5, 2017

*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: Bid Bond Document Date: 10/24/2014

Number of Pages: One (1) Signer(s) Other Than Named Above:

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

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing: Berkley Insurance Company

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

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No. BI- 7994

POWER OF ATTORNEY
**BERKLEY INSURANCE COMPANY**
WILMINGTON, DELAWARE

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

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***William Syrkin, Richard Adair or Rebecca Haas-Bates of Millennium Corporate Solutions, Inc. d/b/a Millennium Risk Management & Insurance of Glendale, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed ***Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)***, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest: Berkley Insurance Company

(Seal) By _____ By _____

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

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

**STATE OF CONNECTICUT )**
**) ss:**
**COUNTY OF FAIRFIELD )**

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

**CERTIFICATE**

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

Given under my hand and seal of the Company, this 24th day of October, 2014.

(Seal)

Andrew M. Tuma

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

GENERAL BUILDING CONTRACTOR JOC: PROJECT NO. GBJOC7

PROJECT: JOB ORDER CONTRACT SERVICES

OWNER: County of San Bernardino

BID OPENING: October 29, 2014 @ 2:00 PM

BIDDER: PUB Construction, Inc.

TRADE: GENERAL BUILDING CONTRACTOR GBJOC7

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County of San Bernardino
Architecture & Engineering Department
385 North Arrowhead Avenue
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, for Job Order Contract in the County of San Bernardino, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete Job Orders as described in the Bid Documents and to execute the contract to the satisfaction of the Architecture & Engineering Department, at the following cost(s):

BID

A responsible and responsive bidder who submitted the lowest composite bid factor shall be awarded the contract, if it is awarded. The lowest composite bid factor will be considered the lowest bid. The composite bid factor will be determined by utilizing the following award formula: Factor 1 will be multiplied by .75, Factor 2 will be multiplied by .05, Factor 3 will be multiplied by .025, Factor 4 will be multiplied by .05, Factor 5 will be multiplied by .05, Factor 6 will be multiplied by .05, and Factor 7 will be multiplied by .025. These numbers will be summed for a composite bid, and the lowest composite bid will be considered the low bid.

Any alteration or addition to the form of bid proposal will invalidate same. Fill out completely all blank spaces. An incomplete form will invalidate bid.

All Adjustment Factors include applicable California state sales, tax, bonds, insurance and all other costs required to perform the Job Orders as described in the Bid Documents.

ADJUSTMENT FACTORS:

The Adjustment Factors will be used to price out fixed price Job Orders by multiplying the Adjustment Factor by the Unit Prices and quantities. The Contractor's seven (7) Adjustment Factors will be applied against the prices set forth in the Unit Price Book. The County has been

The award formula below is an integral part of this bid proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below.

AWARD FORMULA

| | |
|---|---|
| Line 1: Zone 1, Factor 1 | 0.5800 |
| Line 2: Multiply Line 1 by (.75) | • 0.4350 |
| Line 3: Zone 1, Factor 2 | 0.5802 |
| Line 4: Multiply Line 3 by (.05) | • 0.0290 |
| Line 5: Zone1, Factor 3 | 0.5803 |
| Line 6: Multiply Line 5 by (.025) | • 0.0145 |
| Line 7: Zone 1, Factor 4 | 0.5804 |
| Line 8: Multiply Line 7 by (.05) | • 0.0290 |
| Line 9: Zone 2, Factor 5 | 0.5800 |
| Line 10: Multiply Line 9 by (.05) | • 0.029 |
| Line 11: Zone 2, Factor: 6 | 0.5801 |
| Line 12: Multiply Line 11 by (.05) | • 0.0290 |
| Line 13: Zone 2, Factor: 7 | 0.5802 |
| Line 14: Multiply Line 13 by (.025) | • 0.0145 |
| Line 13: Add Lines 2, 4, 6, 8, 10, 12, 14 | 0.5800 |

The above Adjustment Factors are to be specified to four decimal places. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. All prices and information required on the bid form must be either typewritten or neatly printed in ink (use figures only). The County of San Bernardino reserves the right to revise all arithmetic errors in calculations for correctness. The Bid factor of each item on the Proposal must be stated in words and numerals; in case of a conflict, words will take precedence. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail. The County reserves the right to reject any and all bids and to waive any irregularities.

divided into two (2) Zones, as depicted on the attachment to these bid documents. The Adjustment Factors are as follows:

Zone 1: Factor 1 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 1: Factor 2 - Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 1: Factor 3 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

Zone 1: Factor 4 - Restricted Areas; for Normal Working Hours and Other Than Normal Working Hours.

Zone 2: Factor 5 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 2: Factor 6 - Other Than Normal Working Hours (5:01 p.m.to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 2: Factor 7 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

**ZONE 1**

**FACTOR 1** - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract.

0.5800

Utilize four decimal places

zero ~~point~~ decimal five eight zero zero

Bid for Normal Working Hours, Zone 1 (in words)

**FACTOR 2** - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 2 must be greater than Factor 1.

0.5802

Utilize four decimal places

zero decimal five eight zero two

Bid for Other Than Normal Working Hours, Zone 1 (in words)

**FACTOR 3** – Rapid Response Projects.

0.5803

Utilize four decimal places

zero decimal five eight zero three

Bid for Rapid Response Projects, Zone 1 (in words)

**FACTOR 4** – Restricted Area Projects.

0.5804

Utilize four decimal places

zero decimal five eight zero four

Bid for Restricted Area Projects, Zone 1 (in words)

**ZONE 2**

**FACTOR 5** - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract.

0.5800

Utilize four decimal places

zero decimal five eight zero zero

Bid for Normal Working Hours, Zone 2 (in words)

**FACTOR 6** - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 6 must be greater than Factor 5.

0.5801

Utilize four decimal places

zero decimal five eight zero one

Bid for Other Than Normal Working Hours, Zone 2 (in words)

**FACTOR 7** – Rapid Response Projects.

0.5802

Utilize four decimal places

zero decimal five eight zero two

Bid for Rapid Response Projects, Zone 2 (in words)

TIME FOR COMPLETION:

Twelve (12) months from the contract start date or expenditure of the stated maximum value of the contract, whichever occurs first.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of Twenty Five Thousand Dollars ($25,000), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Architecture & Engineering Department, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Architecture & Engineering Department, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth within the individual Job Order, Contractor shall forfeit and pay to the County the sum of between $200 to $750 per calendar day, depending on the Job Order price and as described in the General Conditions, the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and individual Job Orders)

REJECTION OF BIDS

The undersigned agrees that the Board of Supervisors reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license as listed in the instruction

to bidders. The undersigned also certifies that all subcontractor(s) that will be utilized as per individual Job Orders will be the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 77 of the General Conditions. **The undersigned agrees to provide the Architecture and Engineering Department with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino as an additional insured. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the potential maximum contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the potential maximum contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this agreement, if the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If

this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)
(Applicable for all Bids of one million dollars ($1,000,000) or more)
(The Certification below is part of the Proposal/Bid and signing the Proposal/Bid shall constitute signature of this Certification)

In accordance with Public Contract Code section 2204(a), the proposer/bidder certifies that at the time the proposal/bid is submitted, the proposer/bidder signing the proposal/bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers/bidders are cautioned that making a false certification may subject the proposer/bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

**Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at http://www.ccr.gov and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

**Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

**Whistleblower Protection**

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall provide after award of contract the name, location of the place of business and the California contractor license number of each subcontractor who will perform work for individual Job Orders (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor. The subcontractor information will be provided as part of a complete Job Order Proposal.

ADDENDA

This bid includes: Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors, signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

**The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.**

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The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature(s) is legally binding.

Check One: ( ) Sole Proprietor; ( ) Partnership; (X) Corporation; ( ) Other

Name of Bidder: PUB Construction, Inc.

Address: 23441 Golden Springs Drive #104

Diamond Bar, CA 91765 Phone: 909-455-0187

Contractor's License No.: 788668 Primary Class: A, B, C33, C15, C54

Expiration Date of Contractor's License 12/31/2014

Social Security No. or Federal Employer ID No.: 95-4810869

I declare under penalty of perjury the above is true and correct.

Authorized Signature: _____ Title: President

Print Name: Chris Yi Date: 10/29/2014

## NONCOLLUSION DECLARATION

## TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of PUB 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 to 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 of 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 or 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 collusion 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 10/29/2014 [date], at Diamond Bar [city], California [state].

Signed: _____

Title: President

**NONCOLLUSION DECLARATION**

**TO BE EXECUTED BY EACH SUBCONTRACTOR**

**AND SUBMITTED PRIOR TO CONTRACT AWARD**

The undersigned declares:

I am the President of PVB Construction, Inc., the party making the foregoing bid.

The a 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 to 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 of 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 or 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 collusion 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 10/29/2014 [date], at Diamond Bar [city], California [state].

Signed: _____

Title: President

# Contractor's License Detail for License # 788668

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

## Business Information

PUB CONSTRUCTION INC
23441 GOLDEN SPRINGS DRIVE 104
DIAMOND BAR, CA 91765
Business Phone Number:(909) 455-0187

**Entity** Corporation
**Issue Date** 12/13/2000
**Expire Date** **12/31/2014**

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

C33 - PAINTING AND DECORATING
B - GENERAL BUILDING CONTRACTOR
C54 - TILE (CERAMIC AND MOSAIC)
C15 - FLOORING AND FLOOR COVERING
A - GENERAL ENGINEERING CONTRACTOR

## Bonding Information

### Contractor's Bond

This license filed a Contractor's Bond with WESCO INSURANCE COMPANY.
**Bond Number:** 04WB004912
**Bond Amount:** $12,500
**Effective Date:** 09/27/2012
Contractor's Bond History

### Bond of Qualifying Individual

The Responsible Managing Officer (RMO) YI CHRIS CHAE YONG certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
**Effective Date:** 04/07/2009
BQI's Bond History
This license filed Bond of Qualifying Individual number **100213567** for SHEENE PAUL in the amount of **$12,500** with AMERICAN CONTRACTORS INDEMNITY COMPANY.
**Effective Date:** 01/14/2013

## Workers' Compensation

**Policy Number:**WC009674588
**Effective Date:** 12/07/2011
**Expire Date:** 12/07/2014
Workers' Compensation History

## Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

PUBCO-1 OP ID: STC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2013

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

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

PRODUCER
Discovery Insurance Svcs, Inc.
505 Shatto Place, Suite 201
Los Angeles, CA 90020
STEPHEN CHANG

Phone: 213-252-3111
Fax: 213-252-2059

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : MT. HAWLEY INS CO | 37974 |
| INSURER B : LEADER | 11738 |
| INSURER C : NATIONAL UNION FIRE INS. | 19445 |
| INSURER D : GRANITE STATE INSURANCE CO | 23809 |
| INSURER E : | |
| INSURER F : | |

INSURED
PUB CONSTRUCTION INC
23441 GOLDEN SPRINGS DR #104
DIAMOND BAR, CA 91765

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | X | X | MGL0178174 | 05/03/2013 | 05/03/2014 | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 50,000 |
| | | | | | | | MED EXP (Any one person) | $ | 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | | | | | | | | $ | |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>NON-OWNED AUTOS | X | X | 504658796115001 | 02/21/2013 | 02/21/2014 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | X | X | 808872417 | 05/03/2013 | 05/03/2014 | EACH OCCURRENCE | $ | 4,000,000 |
| | | | | | | | AGGREGATE | $ | 4,000,000 |
| | | | | | | | | $ | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WC009674588 | 12/07/2013 | 12/07/2014 | X WC STATU-TORY LIMITS OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |

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

CERTIFICATE HOLDER

INSURED

INSURED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stephen Chang

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# Western Surety Company

**Bid Bond**

**KNOW ALL PERSONS BY THESE PRESENTS,** That we **Pub Construction, Inc.,** hereinafter referred to as the Principal, and Western Surety Company as Surety, are held and firmly bound unto the **County of San Bernardino** hereinafter referred to as the Obligee, in the penal sum of **Twenty-Five Thousand and 00/100** Dollars **($25,000.00),** for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** Principal has submitted or is about to submit a proposal to Obligee for

**Project No. GBJOC7**
**General Building Contractor**
**Job Order Contract Services**

**NOW, THEREFORE,** if the said contract be awarded to Principal and Principal shall, within such time as may be specified; enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 28th day of October, 2014.

Pub Construction, Inc.
(Principal) (Seal)

By: _____

Western Surety Company
(Surety) (Seal)

By: _____
William Syrkin, Attorney-In-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On October 28, 2014 (Date) before me, Corinne L. Hernandez, Notary Public (Here Insert Name and Title of the Officer),

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

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/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 Corinne L. Hernandez
Signature of Notary Public

CORINNE L. HERNANDEZ
Commission # 2083563
Notary Public - California
Los Angeles County
My Comm. Expires Sep 27, 2018

Place Notary Seal Above

## OPTIONAL

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

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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

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

Signer Is Representing:
Western Surety Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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# 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

**Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually**

of Irvine, 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 10th day of October, 2012.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th 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
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

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 28th day of October, 2014.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

# BID DOCUMENTS

for

# PROJECT NO. GBJOC7

# GENERAL BUILDING CONTRACTOR JOB ORDER CONTRACT SERVICES

# SAN BERNARDINO, CALIFORNIA

COUNTY OF SAN BERNARDINO
ARCHITECTURE & ENGINEERING DEPARTMENT
385 NORTH ARROWHEAD AVENUE
SAN BERNARDINO, CA 92415-0184
www.sbcounty.gov/ae

SEPTEMBER 2014

GENERAL BUILDING CONTRACTOR JOC: PROJECT NO. GBJOC7

| | |
|---|---|
| PROJECT: | JOB ORDER CONTRACT SERVICES |
| OWNER: | County of San Bernardino |
| BID OPENING: | October 29, 2014 @ 2:00 PM |
| BIDDER: | _____ |
| TRADE: | GENERAL BUILDING CONTRACTOR GBJOC7 |

County of San Bernardino
Architecture & Engineering Department
385 North Arrowhead Avenue
San Bernardino, CA 92415-0184
www.sbcounty.gov/ae

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, for Job Order Contract in the County of San Bernardino, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete Job Orders as described in the Bid Documents and to execute the contract to the satisfaction of the Architecture & Engineering Department, at the following cost(s):

BID

A responsible and responsive bidder who submitted the lowest composite bid factor shall be awarded the contract, if it is awarded. The lowest composite bid factor will be considered the lowest bid. The composite bid factor will be determined by utilizing the following award formula: Factor 1 will be multiplied by .75, Factor 2 will be multiplied by .05, Factor 3 will be multiplied by .025, Factor 4 will be multiplied by .05, Factor 5 will be multiplied by .05, Factor 6 will be multiplied by .05, and Factor 7 will be multiplied by .025. These numbers will be summed for a composite bid, and the lowest composite bid will be considered the low bid.

Any alteration or addition to the form of bid proposal will invalidate same. Fill out completely all blank spaces. An incomplete form will invalidate bid.

All Adjustment Factors include applicable California state sales, tax, bonds, insurance and all other costs required to perform the Job Orders as described in the Bid Documents.

ADJUSTMENT FACTORS:

The Adjustment Factors will be used to price out fixed price Job Orders by multiplying the Adjustment Factor by the Unit Prices and quantities. The Contractor's seven (7) Adjustment Factors will be applied against the prices set forth in the Unit Price Book. The County has been

divided into two (2) Zones, as depicted on the attachment to these bid documents. The Adjustment Factors are as follows:

Zone 1: Factor 1 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 1: Factor 2 - Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 1: Factor 3 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

Zone 1: Factor 4 - Restricted Areas; for Normal Working Hours and Other Than Normal Working Hours.

Zone 2: Factor 5 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 2: Factor 6 - Other Than Normal Working Hours (5:01 p.m.to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 2: Factor 7 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

**ZONE 1**

**FACTOR 1** - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract.

0.7200

Utilize four decimal places

Zero Point Seven Two Zero Zero

Bid for Normal Working Hours, Zone 1 (in words)

**FACTOR 2** - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 2 must be greater than Factor 1.

0.7205

Utilize four decimal places

Zero Point Seven Two Zero Five

Bid for Other Than Normal Working Hours, Zone 1 (in words)

**FACTOR 3** – Rapid Response Projects.

0.7250

Utilize four decimal places

Zero Point Seven Two Five Zero

Bid for Rapid Response Projects, Zone 1 (in words)

**FACTOR 4** – Restricted Area Projects.

0.7250

Utilize four decimal places

Zero Point Seven Two Five Zero

Bid for Restricted Area Projects, Zone 1 (in words)

ZONE 2

**FACTOR 5** - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract.

0.7500

Utilize four decimal places

Zero Point Seven Five Zero Zero

Bid for Normal Working Hours, Zone 2 (in words)

**FACTOR 6** - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 6 must be greater than Factor 5.

0.7505

Utilize four decimal places

Zero Point Seven Five Zero Five

Bid for Other Than Normal Working Hours, Zone 2 (in words)

**FACTOR 7** – Rapid Response Projects.

0.7550

Utilize four decimal places

Zero Point Seven Five Five Zero

Bid for Rapid Response Projects, Zone 2 (in words)

The award formula below is an integral part of this bid proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below.

AWARD FORMULA

| | |
|---|---|
| Line 1: Zone 1, Factor 1 | 0.7200 |
| Line 2: Multiply Line 1 by (.75) | 0.5400 |
| Line 3: Zone 1, Factor 2 | 0.7205 |
| Line 4: Multiply Line 3 by (.05) | 0.0360 |
| Line 5: Zone1, Factor 3 | 0.7250 |
| Line 6: Multiply Line 5 by (.025) | 0.0181 |
| Line 7: Zone 1, Factor 4 | 0.7250 |
| Line 8: Multiply Line 7 by (.05) | 0.0363 |
| Line 9: Zone 2, Factor 5 | 0.7500 |
| Line 10: Multiply Line 9 by (.05) | 0.0375 |
| Line 11: Zone 2, Factor: 6 | 0.7505 |
| Line 12: Multiply Line 11 by (.05) | 0.0375 |
| Line 13: Zone 2, Factor: 7 | 0.7550 |
| Line 14: Multiply Line 13 by (.025) | 0.0189 |
| Line 13: Add Lines 2, 4, 6, 8, 10, 12, 14 | 0.7243 |

The above Adjustment Factors are to be specified to four decimal places. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. All prices and information required on the bid form must be either typewritten or neatly printed in ink (use figures only). The County of San Bernardino reserves the right to revise all arithmetic errors in calculations for correctness. The Bid factor of each item on the Proposal must be stated in words and numerals; in case of a conflict, words will take precedence. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail. The County reserves the right to reject any and all bids and to waive any irregularities.

TIME FOR COMPLETION:

Twelve (12) months from the contract start date or expenditure of the stated maximum value of the contract, whichever occurs first.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of Twenty Five Thousand Dollars ($25,000), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Architecture & Engineering Department, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through the County of San Bernardino Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Architecture & Engineering Department, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth within the individual Job Order, Contractor shall forfeit and pay to the County the sum of between $200 to $750 per calendar day, depending on the Job Order price and as described in the General Conditions, the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and individual Job Orders)

REJECTION OF BIDS

The undersigned agrees that the Board of Supervisors reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license as listed in the instruction

to bidders. The undersigned also certifies that all subcontractor(s) that will be utilized as per individual Job Orders will be the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 77 of the General Conditions. **The undersigned agrees to provide the Architecture and Engineering Department with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name the County of San Bernardino as an additional insured. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the potential maximum contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the potential maximum contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this agreement, if the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If

this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)
(Applicable for all Bids of one million dollars ($1,000,000) or more)
(The Certification below is part of the Proposal/Bid and signing the Proposal/Bid shall constitute signature of this Certification)

In accordance with Public Contract Code section 2204(a), the proposer/bidder certifies that at the time the proposal/bid is submitted, the proposer/bidder signing the proposal/bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers/bidders are cautioned that making a false certification may subject the proposer/bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

**Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at http://www.ccr.gov and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

**Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

**Whistleblower Protection**

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall provide after award of contract the name, location of the place of business and the California contractor license number of each subcontractor who will perform work for individual Job Orders (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor. The subcontractor information will be provided as part of a complete Job Order Proposal.

ADDENDA

This bid includes: Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors, signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

**The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.**

//

//

//

Simon Jeon, Vice President
Ace Engineering, Inc.

//

//

//

//

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature(s) is legally binding.

Check One: ( ) Sole Proprietor; ( ) Partnership; (X) Corporation; ( ) Other

Name of Bidder: Ace Engineering, Inc.

Address: 1880 Wright Avenue

La Verne, CA 91750 Phone: (909) 392-4600

Contractor's License No.: 613320 Primary Class: B

Expiration Date of Contractor's License 02/28/2015

Social Security No. or Federal Employer ID No.: 95-4274480

I declare under penalty of perjury the above is true and correct.

Authorized Signature: Title: Vice President

Print Name: Simon Jeon Date: 22 Oct 2014

## NONCOLLUSION DECLARATION

## TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of Ace Engineering, 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 to 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 of 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 or 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 collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

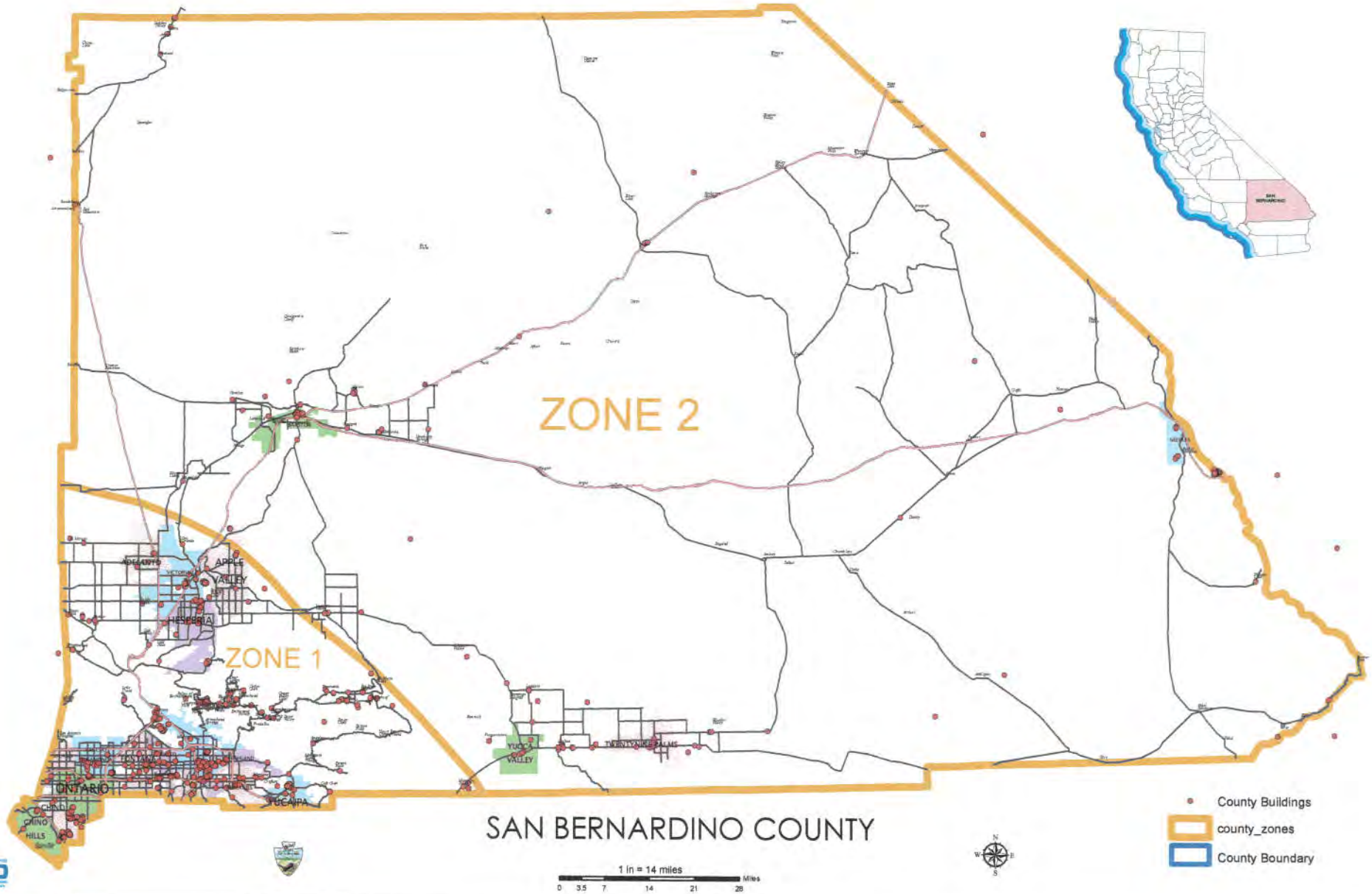
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the 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 October 22, 2014 [date], at La Verne [city], California [state].

Signed: Simon Jeon

Simon Jeon

Title: Vice President


ZONE 2
ZONE 1
ADELANTO
APPLE VALLEY
HESPERIA
ONTARIO
CHINO
CHINO HILLS
YUCAIPA
YUCCA VALLEY
TWENTYNINE PALMS
County Buildings
county_zones
County Boundary
SAN BERNARDINO COUNTY
1 in = 14 miles
0 3.5 7 14 21 28
Miles
N
S
E
W

| BID BOND *(See instruction on reverse)* | DATE BOND EXECUTED *(Must not be later than bid opening date)* September 18, 2014 | OMB NO.: **9000-0045** |
|---|---|---|

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL *(Legal name and business address)*

Ace Engineering, Inc.
1880 Wright Avenue
La Verne, California 91750

TYPE OF ORGANIZATION *("X" one)*

☐ INDIVIDUAL ☐ PARTNERSHIP
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION
California

SURETY(IES) *(Name and business address)*

Western Surety Company
1455 Frazee Road, Suite 801
San Diego, California 92108

| PENAL SUM OF BOND | | | | | BID IDENTIFICATION | |
|---|---|---|---|---|---|---|
| PERCENT OF BID PRICE | AMOUNT NOT TO EXCEED | | | | BID DATE | INVITATION NO. |
| | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | October 29, 2014 | ANE215-ANE2C-1184 |
| 0% | 0 | 25 | 000 | 00 | FOR *(Construction, Supplies, or Services)* | GBJOC7-General Building Job Order Contracting Services |

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Ace Engineering, Inc. **PRINCIPAL**

| | | | | |
|---|---|---|---|---|
| SIGNATURE(S) | 1. *(Seal)* | 2. *(Seal)* | 3. *(Seal)* | *Corporate Seal* |
| NAME(S) & TITLE(S) *(Typed)* | 1. Simon Jeon Vice President | 2. | 3. | |

**INDIVIDUAL SURETY(IES)**

| | | |
|---|---|---|
| SIGNATURE(S) | 1. *(Seal)* | 2. *(Seal)* |
| NAME(S) *(Typed)* | 1. | 2. |

Western Surety Company **CORPORATE SURETY(IES)**

| | | | | | |
|---|---|---|---|---|---|
| SURETY A | NAME & ADDRESS | 1455 Frazee Road, Suite 801, San Diego, California 92108 | STATE OF INC. South Dakota | LIABILITY LIMIT ($) | *Corporate Seal* |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) *(Typed)* | 1. Edward N. Hackett, Attorney-in-Fact | 2. | | |

| | | | | | |
|---|---|---|---|---|---|
| SURETY B | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT ($) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) *(Typed)* | 1. | 2. | | |
| SURETY C | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT ($) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) *(Typed)* | 1. | 2. | | |
| SURETY D | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT ($) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) *(Typed)* | 1. | 2. | | |
| SURETY E | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT ($) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) *(Typed)* | 1. | 2. | | |
| SURETY F | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT ($) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) *(Typed)* | 1. | 2. | | |
| SURETY G | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT ($) | Corporate Seal |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) *(Typed)* | 1. | 2. | | |

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed $25,000.00 dollars).

4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On SEP 18 2014 before me, C. Maestas, Notary Public,
(Here insert name and title of the officer)

personally appeared Edward N. Hackett,

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 of Notary Public

C. MAESTAS
Commission # 1945424
Notary Public - California
Orange County
My Comm. Expires Jul 24, 2015
(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date SEP 18 2014

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document

# 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

**Christine M Maestas, Edward N Hackett, Individually**

of Irvine, 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 21st day of May, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 21st day of May, 2013, 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
NOTARY PUBLIC
SOUTH DAKOTA

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 SEP 18 2014 day of _____, _____.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012