

# BID TABULATION



County of San Bernardino  
 ARCHITECTURE AND ENGINEERING  
 385 N. Arrowhead Ave. • San Bernardino, CA 92415-0184  
 (909) 387-5000 • www.sbcounty.gov/ae

Project Mgr: Ken Hylin

Project No: 4Y55

Construction Estimate: \$390,000.00

Project: **GHRC Roofing Repair Project - Phase III**

Bid Date: December 17, 2014

Location: **18000 Institution Road**

Bid Time: 1:00pm

BIDDER	BOND	NCD	ADDENDUM - (0)	SIGNED	BASE BID	ADDITIVE ALTERNATE NO. 1	SUB-TOTAL	ADDITIVE ALTERNATE NO. 2	SUB-TOTAL	ADDITIVE ALTERNATE NO. 3	SUB-TOTAL	TOTAL	NOTES
Bell Roof Co. Inc. 636 South "I" Street San Bernardino, CA 92410	x	x		x	\$ 171,614.00	\$ 15,390.00	\$ 187,004.00	\$ 67,278.00	\$ 254,282.00	\$ 11,741.00	\$ 266,023.00	\$ 266,023.00	
Tecta America Roofing Redefined	x	x		x	\$ 260,995.00	\$ 14,500.00	\$ 275,495.00	\$ 98,900.00	\$ 374,395.00	\$ 9,995.00	\$ 384,390.00	\$ 384,390.00	
Best Contracting Services Inc. 19027 S. Hamilton Ave. Gardena, CA 90248	x	x		x	\$ 221,120.00	\$ 21,100.00	\$ 242,220.00	\$ 135,200.00	\$ 377,420.00	\$ 21,300.00	\$ 398,720.00	\$ 398,720.00	
Letner Roofing Co. 1490 N Glassell St., Orange, CA 92867	x			x	\$ 321,400.00	\$ 16,300.00	\$ 337,700.00	\$ 88,800.00	\$ 426,500.00	\$ 14,000.00	\$ 440,500.00	\$ 440,500.00	Nonresponsive
Brazos Urethane 1031 6th St. North Texas City, TX 77590	x	x		x	\$ 344,983.00	\$ 29,112.00	\$ 374,095.00	\$ 144,664.00	\$ 518,759.00	\$ 16,800.00	\$ 535,559.00	\$ 535,559.00	
C&I Roofing Company Inc. 9239 Olive Dr., Spring Valley, CA 91977	x	x		x	\$ 368,400.00	\$ 19,430.00	\$ 387,830.00	\$ 119,298.00	\$ 507,128.00	\$ 58,200.00	\$ 565,328.00	\$ 565,328.00	
Commercial Roofing Systems, Inc. 11735 Goldring Road Arcadia, CA 91006	x	x		x	\$ 496,251.00	\$ 41,923.00	\$ 538,174.00	\$ 264,811.00	\$ 802,985.00	\$ 19,371.00	\$ 822,356.00	\$ 822,356.00	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

BID RESULTS ARE TENTATIVE UNTIL ALL INFORMATION HAS BEEN VERIFIED. RESULTS WILL BE POSTED TO THE WEBSITE WITHIN ONE (1) BUSINESS DAY WWW.SBCOUNTY.GOV/AE

BID PROPOSAL

PROJECT: Glen Helen Rehabilitation Center Roofing Repair Project – Phase III  
LOCATION: 18000 Institution Road, Devore  
OWNER: County of San Bernardino  
BID OPENING: December 17, 2014, 1:00 P.M.  
BIDDER: Bell Roof Co. Inc.

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County of San Bernardino  
Architecture & Engineering Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
[www.sbcounty.gov/ae](http://www.sbcounty.gov/ae)

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is repair of the various roofs at the Glen Helen Rehabilitation Center in Devore, California, and fully understands the scope and meaning of the Bid Documents.

**Contractor may disregard paragraph L in the Instructions to Bidders because there are no American Recovery and Reinvestment Act of 2009 funds used to fund this Project.**

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Architecture & Engineering Department, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. 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 following Bid Items are listed in order of priority.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications except for those items designated as Additive Alternate No.1, Additive Alternate No.2, or Additive Alternate No.3.

The LUMP SUM of One Hundred Seventy One Thousand Six Hundred  
Fourteen Dollars..... Dollars  
(\$ 171,614.00 )

ADDITIVE ALTERNATE NO. 1

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications and as noted on Page 14 of Section 01100 of the Project Overview except for those items designated as Base Bid, Additive Alternate No.2, or Additive Alternate No.3.

The LUMP SUM of Fifteen Thousand Three Hundred and Ninety Dollars  
(\$ 15,390.00 )

ADDITIVE ALTERNATE NO. 2

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications and as noted on Page 14 of Section 01100 of the Project Overview except for those items designated as Base Bid, Additive Alternate No.1, or Additive Alternate No.3.

The LUMP SUM of Sixty Seven Thousand Two Hundred Seventy  
eight Dollars..... Dollars  
(\$ 67,278.00 )

ADDITIVE ALTERNATE NO. 3

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications and as noted on Page 14 of Section 01100 of the Project Overview except for those items designated as Base Bid, Additive Alternate No.1, or Additive Alternate No.2.

The LUMP SUM of Eleven Thousand Seven Hundred Forty one... Dollars  
(\$ 11,741.00 )

The above-mentioned BASE BID, ADDITIVE ALTERNATE NO.1, ADDITIVE ALTERNATE NO.2, and ADDITIVE ALTERNATE NO.3, includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The County shall determine the low bid pursuant to Public Contract Code Section 20103.8(c). The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the County before the first bid is opened.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

#### BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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, 3<sup>rd</sup> 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.**

#### TIME OF COMPLETION

The undersigned agrees to complete the work within one hundred twenty (120) calendar days from the date stipulated in the Notice to Proceed.

### 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, Contractor shall forfeit and pay to the County the sum of \$500.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

### REJECTION OF BIDS

The undersigned agrees that the County 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 for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently 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 11.2 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 and its officers, employees, agents and volunteers as additional insureds. 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 contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the 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 and shall be on County approved bond forms. 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.

## VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

## 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 set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (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.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the San Bernardino County Architecture and Engineering Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

**CONTRACTOR NAME:** Bell Roof Co. Inc.

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<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Contractor License No.</u>
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Daniel's Electric Electrical		10881 Business Dr. Fontana	Lic#467288
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Harris Steel Fence Co. Inc.		8728 S. San Pedro Los Angeles CA	Lic#319155
	Razor Wire		

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NKS Mechanical		5753 E. Santa Ana Canyon Rd. Suite G559	Lic# 865725
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	Condensate Leaks		
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ADDENDA

This bid includes Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

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.**

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.

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**NONCOLLUSION DECLARATION**

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

The undersigned declares:

I am the President of Bell Roof Co. 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 12/16/2014 [date], at San Bernardino [city], California [state].

Signed:  \_\_\_\_\_

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



California

All-Purpose Acknowledgement

State of California

County of San Bernardino

} SS.

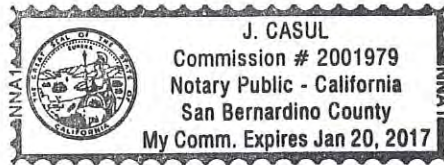
On 12/15/2014, before me, J. Casul, Notary Public  
Name and Title of Notary Public

Personally appeared Scott Lyon

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



J. Casul

(seal)

(Optional) My commission expires on: January 20, 2017

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

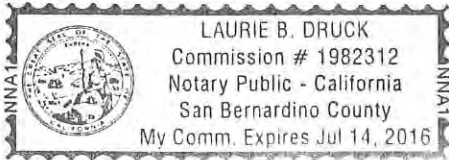
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Bernardino ) ss.

On December 8, 2014 before me, Laurie B. Druck, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

*Laurie B Druck*

Signature of Notary Public

**OPTIONAL**

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

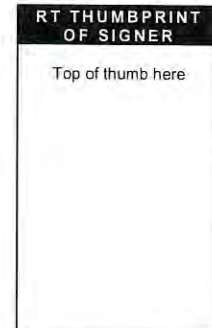
**Description of Attached Document**

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

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

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

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



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

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Cynthia J. Young, Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8<sup>th</sup> day of December 2014

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

California

All-Purpose Acknowledgement

State of California

County of San Bernardino

} SS.

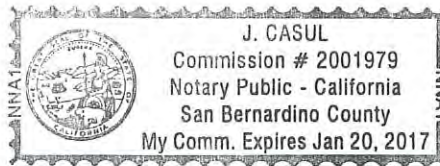
On 12/16/2014, before me, J. Casul, Notary Public  
Name and Title of Notary Public

Personally appeared Scott Lyon

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



J. Casul

(seal)

(Optional) My commission expires on: January 20, 2017

BID PROPOSAL

PROJECT: Glen Helen Rehabilitation Center Roofing Repair Project – Phase III  
LOCATION: 18000 Institution Road, Devore  
OWNER: County of San Bernardino  
BID OPENING: December 17, 2014, 1:00 P.M.

BIDDER: TECTA-AMERICA SO. CAL., INC.  
1217 E. WAKEHAM AVE, SANTA ANA, CA 92705  
County of San Bernardino  
Architecture & Engineering Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
[www.sbcounty.gov/ae](http://www.sbcounty.gov/ae)

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is repair of the various roofs at the Glen Helen Rehabilitation Center in Devore, California, and fully understands the scope and meaning of the Bid Documents.

**Contractor may disregard paragraph L in the Instructions to Bidders because there are no American Recovery and Reinvestment Act of 2009 funds used to fund this Project.**

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Architecture & Engineering Department, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. 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 following Bid Items are listed in order of priority.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications except for those items designated as Additive Alternate No.1, Additive Alternate No.2, or Additive Alternate No.3.

The LUMP SUM of TWO HUNDRED SIXTY THOUSAND NINE HUNDRED NINETY FIVE Dollars  
(\$ 260,995. — )

ADDITIVE ALTERNATE NO. 1

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications and as noted on Page 14 of Section 01100 of the Project Overview except for those items designated as Base Bid, Additive Alternate No.2, or Additive Alternate No.3.

The LUMP SUM of FOURTEEN THOUSAND FIVE HUNDRED Dollars  
(\$ 14,500. — )

ADDITIVE ALTERNATE NO. 2

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications and as noted on Page 14 of Section 01100 of the Project Overview except for those items designated as Base Bid, Additive Alternate No.1, or Additive Alternate No.3.

The LUMP SUM of NINETY EIGHT Dollars  
(\$ 98,900. — )

ADDITIVE ALTERNATE NO. 3

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications and as noted on Page 14 of Section 01100 of the Project Overview except for those items designated as Base Bid, Additive Alternate No.1, or Additive Alternate No.2.

The LUMP SUM of NINE THOUSAND NINE HUNDRED NINETY FIVE Dollars  
(\$ 9,995. — )

The above-mentioned BASE BID, ADDITIVE ALTERNATE NO.1, ADDITIVE ALTERNATE NO.2, and ADDITIVE ALTERNATE NO.3, includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The County shall determine the low bid pursuant to Public Contract Code Section 20103.8(c). The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the County before the first bid is opened.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

**BID DEPOSIT (BID BOND)**

There is enclosed herewith, a certified check of surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, \_\_\_\_\_ Dollars (\$ 10% \_\_\_\_\_), 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, 3<sup>rd</sup> 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.**

**TIME OF COMPLETION**

The undersigned agrees to complete the work within one hundred twenty (120) calendar days from the date stipulated in the Notice to Proceed.



### 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, Contractor shall forfeit and pay to the County the sum of \$500.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

### REJECTION OF BIDS

The undersigned agrees that the County 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 for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently 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 11.2 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 and its officers, employees, agents and volunteers as additional insureds. 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 contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the 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 and shall be on County approved bond forms. 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.

## VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

## 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 set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (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.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the San Bernardino County Architecture and Engineering Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NAME: TECTA-AMERICA So. CAL., INC.

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Contractor License No.</u>
DOD-RITE CONST.	CRATING	30118 SERRAVALLE LAKE ELSINORE, CA	# 673031

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ADDENDA

This bid includes Addendum No. 1 dated 11-23-14  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

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.**

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.

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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 is legally binding.

Check One:  Sole Proprietor  
 Partnership  
 Corporation  
 Other

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

Address: 1217 E. WAKELHAM AVE, SANTA ANA, CA. 92705


Phone: 714-973-6233

Contractor's License No.: 811111 Primary Class: C-39

Expiration Date of Contractor's License 8-31-16

Social Security No. or Federal Employer ID No.: 01-0629153

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

Authorized Signature:  Title: PRESIDENT

Print Name: REX SANDERS Date: 12-16-14

**NONCOLLUSION DECLARATION**

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

The undersigned declares:

I am the PRESIDENT of TECNA-AMERICA, 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 DEC. 16TH 2014 [date], at SANTA ANA [city], CA. [state].

Signed: [Signature]

Title: PRESIDENT



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



License Number **811111**

Entity **CORP**

Business Name  
**TECTA AMERICA SOUTHERN**  
**CALIFORNIA INC**

Classification **C39 B**

Expiration Date **08/31/2016**

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



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Tecta America Southern California, Inc.  
1217 E. Wakeham Avenue  
Santa Ana, CA 92705

### SURETY:

(Name, legal status and principal place of business)

XL Specialty Insurance Company  
300 E. Lombard Street, Suite 1470  
Baltimore, MD 21202

### Mailing Address for Notices

300 E. Lombard Street, Suite 1470  
Baltimore, MD 21202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

County of San Bernardino  
385 North Arrowhead Avenue  
San Bernardino, CA 92415

**BOND AMOUNT:** \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)


Perform repairs and coating at several roofs for Glen Helen Rehabilitation Center - Project No. 4Y55

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of December, 2014.

  
\_\_\_\_\_  
(Witness)

Tecta America Southern California, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By:  PRES  
\_\_\_\_\_  
(Title) Rex Souders, President

XL Specialty Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Susan Lupski, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

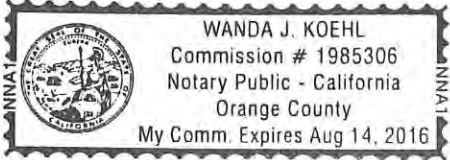
State of California

County of Orange

On 12-16-14 before me, Wanda J. Koehl Notary Public

personally appeared Rex Souders

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: Wanda J. Koehl

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond - County of San Bernardino

Document Date: 12-12-2014 Number of Pages: 06

Signer(s) Other Than Named Above: Susan Lapski, surety atty-in-fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rex Souders

Corporate Officer - Title(s): President

- Individual
 Partner -  Limited  General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other:



Signer Is Representing: Tecta America Southern California, Inc.

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

Corporate Officer - Title(s): \_\_\_\_\_

- Individual
 Partner -  Limited  General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other:

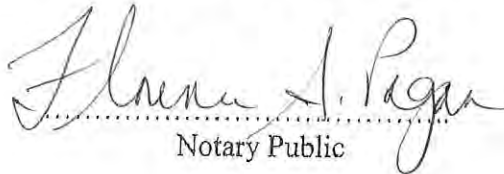


Signer Is Representing: \_\_\_\_\_

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK } SS  
COUNTY OF NASSAU }

On this DEC 12 2014, before me personally came SUSAN LUPSKI  
to me know, who, being by me duly sworn, did depose and say; that he/she resides in  
NASSAU COUNTY, State of NEW YORK, that he/she is the Attorney-In-Fact of the  
XL SPECIALTY INSURANCE COMPANY.....the corporation described in which  
executed the above instrument; that he/she knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it was so affixed by order of  
the Board of Directors of said corporation; and that he/she signed his/her name thereto by  
like order; and the affiant did further depose and say that the Superintendent of Insurance  
of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State  
of New York, issued to XL SPECIALTY INSURANCE COMPANY.....(Surety) his/her  
certificate of qualification evidencing the qualification of said Company and its  
sufficiency under any law of the State of New York as surety and guarantor, and the  
propriety of accepting and approving it as such; and that such certificate has not been  
revoked.

  
Notary Public

**FLORENCE A PAGAN**  
Notary Public, State of New York  
No. 01PA6247525  
Qualified in Nassau County  
Term Expires August 29, 2015

NY acknowledgment



Power of Attorney  
 XL Specialty Insurance Company  
 Greenwich Insurance Company  
 XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER  
 UNLIMITED POWER OF ATTORNEY  
 XL1510912

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:  
**Robert T. Pearson, Vincent A. Walsh, Rita Sagistano, Thomas Bean, Susan Lupski, Colette R. Chisholm, Gerard S. Macholz, Virginia M. Lovett, Desiree Cardlin**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of February 2014.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this February 26th, 2014.



XL SPECIALTY INSURANCE COMPANY  
 GREENWICH INSURANCE COMPANY

By: *David S. Hewett*  
 SENIOR VICE PRESIDENT

Attest: *Toni Ann Perkins*  
 SECRETARY

STATE OF CONNECTICUT  
 COUNTY OF FAIRFIELD

On this 26th day of February, 2014, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Senior Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



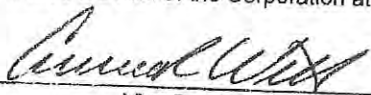
*Kim D. Sliva*  
 NOTARY PUBLIC

**XL SPECIALTY INSURANCE COMPANY**  
**STATUTORY STATEMENT OF ADMITTED ASSETS,**  
**LIABILITIES, CAPITAL AND SURPLUS**  
December 31, 2013  
(U.S. Dollars)

<b>Assets:</b>		<b>Liabilities:</b>	
Bonds	243,078,129	Loss & loss adjustment expenses	202,897,195
Stocks	47,367,742	Reinsurance payable on paid loss and loss adjustment expenses	550,213
Cash and short-term investments	103,941,689	Unearned premiums	36,049,248
Receivable for securities		Ceded reinsurance premium payable	
<b>Total Invested Assets</b>	<b>394,387,560</b>	Funds held by company under reinsurance treaties	10,668,107
		Payable for Securities	
		Other Liabilities	32,063,624
		<b>Total Liabilities</b>	<b>282,228,387</b>
<b>Agents Balances</b>	25,747,167	<b>Capital and Surplus:</b>	
Funds held by or deposited with reinsured companies		Aggregate write-ins for special surplus funds	
Reinsurance recoverable on loss and loss adjustment expense payments		Common capital Stock	5,812,500
Accrued interest and dividends	1,346,314	Gross paid in and contributed surplus	127,462,739
Other admitted assets	19,090,389	Unassigned surplus	25,067,804
<b>Total Admitted Assets</b>	<b>440,571,430</b>	<b>Total Capital and Surplus</b>	<b>158,343,043</b>
		<b>Total Liabilities, Capital and Surplus</b>	<b>440,571,430</b>

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2013, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at Seaview House, 70 Seaview Avenue, Stamford, CT 06902-06040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.

  
\_\_\_\_\_  
Vice President and Controller

BID PROPOSAL

PROJECT: Glen Helen Rehabilitation Center Roofing Repair Project – Phase III  
LOCATION: 18000 Institution Road, Devore  
OWNER: County of San Bernardino  
BID OPENING: December 17, 2014, 1:00 P.M.  
BIDDER: Best Contracting Services, Inc.

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County of San Bernardino  
Architecture & Engineering Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184  
[www.sbcounty.gov/ae](http://www.sbcounty.gov/ae)

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is repair of the various roofs at the Glen Helen Rehabilitation Center in Devore, California, and fully understands the scope and meaning of the Bid Documents.

**Contractor may disregard paragraph L in the Instructions to Bidders because there are no American Recovery and Reinvestment Act of 2009 funds used to fund this Project.**

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Architecture & Engineering Department, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. 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 following Bid Items are listed in order of priority.

**BASE BID**

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications except for those items designated as Additive Alternate No.1, Additive Alternate No.2, or Additive Alternate No.3.

The LUMP SUM of Two Hundred Twenty One Thousand One Hundred Twenty Dollars  
( \$ 221,120.00 )

**ADDITIVE ALTERNATE NO. 1**

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications and as noted on Page 14 of Section 01100 of the Project Overview except for those items designated as Base Bid, Additive Alternate No.2, or Additive Alternate No.3.

The LUMP SUM of Twenty One Thousand One Hundred Dollars  
( \$ 21,100.00 )

**ADDITIVE ALTERNATE NO. 2**

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications and as noted on Page 14 of Section 01100 of the Project Overview except for those items designated as Base Bid, Additive Alternate No.1, or Additive Alternate No.3.

The LUMP SUM of One Hundred Thirty Five Thousand Two Hundred Dollars  
( \$ 135,200.00 )

**ADDITIVE ALTERNATE NO. 3**

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications and as noted on Page 14 of Section 01100 of the Project Overview except for those items designated as Base Bid, Additive Alternate No.1, or Additive Alternate No.2.

The LUMP SUM of Twenty One Thousand Three Hundred Dollars  
( \$ 21,300.00 )



The above-mentioned BASE BID, ADDITIVE ALTERNATE NO.1, ADDITIVE ALTERNATE NO.2, and ADDITIVE ALTERNATE NO.3, includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The County shall determine the low bid pursuant to Public Contract Code Section 20103.8(c). The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the County before the first bid is opened.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

#### BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the BASE BID, or, more specifically, Ten Percent Dollars (\$ 10 % ), 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, 3<sup>rd</sup> 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.

#### TIME OF COMPLETION

The undersigned agrees to complete the work within one hundred twenty (120) calendar days from the date stipulated in the Notice to Proceed.

### 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, Contractor shall forfeit and pay to the County the sum of \$500.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

### REJECTION OF BIDS

The undersigned agrees that the County 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 for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently 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 11.2 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 and its officers, employees, agents and volunteers as additional insureds. 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 contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the 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 and shall be on County approved bond forms. 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.

## VISITING THE SITES

The undersigned has visited the site, and is familiar with the local conditions of the work site.

## 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 set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (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.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the San Bernardino County Architecture and Engineering Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

**CONTRACTOR NAME:** Best Contracting Services, Inc.

<u>Subcontractor</u>	<u>Portion of Work</u> (Description of work to be performed)	<u>Location of Business</u>	<u>CA Contractor License No.</u>
None			

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**ADDENDA**

This bid includes Addendum No. None dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

**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.

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.

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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 is legally binding.

Check One:  Sole Proprietor  
 Partnership  
 Corporation  
 Other

Name of Bidder: Best Contracting Services, Inc.

Address: 19027 S. Hamilton Ave.

Gardena, CA 90248 Phone: (310) 328-6969

Contractor's License No.: 456263 Primary Class: A,B,C10,C17,C20,C39,C43

Expiration Date of Contractor's License May 31, 2016

Social Security No. or Federal Employer ID No.: 95-3781209

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

Authorized Signature:  Title: CEO/Secretary

Print Name: Sean Tabazadeh Date: December 17, 2014



The Guarantee Company of North America USA  
1 Towne Square, Suite 1470  
Southfield, MI 48076

**BID BOND**

BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS, That we, Best Contracting Services, Inc.

as Principal, and The Guarantee Company of North America USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly bound unto County of San Bernardino

as Obligee, in the sum of Ten Percent of Total Bid Amount -----  
(\$ 10% Of Bid ) Dollars

for the payment of which Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for Glen Helen Rehabilitation Center Phase III - 4Y55  
Reroof Roofing, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of December, 2014.

Candys Simpkins,  
Bid Coordinator  
(Witness)

BY:

Best Contracting Services, Inc.

Principal

ITS:

Sean Tabazadeh, CEO/Secretary

The Guarantee Company of North America USA

BY:

Rebecca Ann Haas-Bates  
Rebecca Ann Haas-Bates, Attorney-In-Fact

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

State of California

County of Orange



On 12/15/2014

Date

before me, R. Paramo, Notary Public

Here Insert Name and Title of the Officer

personally appeared Rebecca Ann 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: [Handwritten Signature]

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bid Bond Document Date: 12/15/2014

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

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

Signer's Name: Rebecca Ann Haas-Bates

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

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

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

Signer Is Representing: The Guarantee Company of North America USA

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





# THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

## POWER OF ATTORNEY

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*William Syrkin, Sergio D. Bechara, Rebecca Ann Haas-Bates, Patricia Ann Bauer, Richard Leroy Adair*  
**Millennium Corporate Solutions, Inc.**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

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



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**Stephen C. Ruschak, Vice President**

**Randall Musselman, Secretary**

**STATE OF MICHIGAN**  
**County of Oakland**

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 15th day of December, 2014

**Randall Musselman, Secretary**

**NONCOLLUSION DECLARATION**

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

The undersigned declares:

I am the CEO/Secretary of Best Contracting Services, 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 December 04, 2014 [date], at Gardena [city], California [state].

Signed: \_\_\_\_\_

Title: Sean Tabazadeh, CEO/Secretary

\* SEE ATTACHED NOTARY \*

## ACKNOWLEDGMENT

State of California  
County of Los Angeles )

On 12-4-14 before me, Michele Redmond, Notary Public  
(insert name and title of the officer)

personally appeared Sean Tabazadeh,  
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  (Seal)

