

CONTRACTOR'S PROPOSAL

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: 09/14/2011

Bidder: Bestek Engineering Inc.

The undersigned, having carefully examined the proposed site and the Plans and Specifications, the Notice Inviting Bids, the Instructions to Bidders, the Agreement Form, the Bond Forms, the General Conditions for the Construction of the Rubidoux Fleet Services Shade Structure Solar System, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the work in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date 9/8/2011

Addendum No. _____ Date _____

Addendum No. _____ Date _____

The total Base Bid in the amount of, Six Hundred Twenty Nine thousand thirty only dollars (\$ 629,050.⁰⁰),
Including all applicable taxes, permits, licenses,

Alternate 1 - Six Hundred sixty eight thousand two hundred \$ 668,250.⁰⁰
fifty only.

Alternate 2 - _____ \$ _____

Alternate 3 - _____ \$ _____

Note: There is **NO** Course of Construction Insurance included in the bid.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as Non-responsive. The basis for award will be the qualified bidder with the lowest Base Bid. Alternates may be awarded in any order after determination of the lowest responsible and responsive bidder.

AWARD OF CONTRACT

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

BID GUARANTEE

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

Name of Bidder: Bestek Engineering Inc.
Type of Organization: Corporation
Signed By: Ch. Chung
Title of Signer: President
Address of Bidder: Apt Clemshaw Blvd
Los Angeles CA 90045

Telephone No.: (323) 879 9057
Contractor's License No.: A.B. C-10, C-20: 179 ALKFK
Classification: A.B. C-10, C-20 Expiration Date: 09/30/2011



LICENSURE STATEMENTS ARE MADE UNDER PENALTY OF PERJURY

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

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

State of California) ss.
County of Riverside)

Ch. H. Jung

being first duly sworn, deposes and says:

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

[Signature]

Signature

Subscribed and sworn to before me this 13th day of September, 2011.

[Signature]

Signature of officer administering oath



Bid Bond

KNOWN TO ALL MEN BY THESE PRESENTS, that we, the undersigned Bestek Engineering, Inc.
as Principal; and *SEE #1 BELOW*, as Surety, are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of **TEN PERCENT OF THE AMOUNT OF BID Dollars (\$ 10%*****)** for the payment of such sum, well and truly to be made, do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its Proposal for the US Dept. of Energy's Solar Projects - Rubidoux Fleet Services
Solar System Upgrade

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

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their separate seals this 8th day of September, 2011, the name and corporate seal of each corporate party being hereto affixed and those present duly signed by its undersigned representative, pursuant to authority of its governing body.

Bestek Engineering, Inc.

(Firm Name - Principal)

895 Crenshaw Blvd., Los Angeles, CA 90005

(Business Address)

By _____

(Original Signature)

Choo H. Jung - President

(Title)

International Fidelity Insurance Company

(Corporation Name - Surety)

233 Wilshire Blvd., #820, Santa Monica, CA 90401

(Business Address)

By _____

(Original Signature)

Ryan S. Mantle
Attorney in Fact

Affix Seal
If
Corporation

Affix
Corporate
Seal

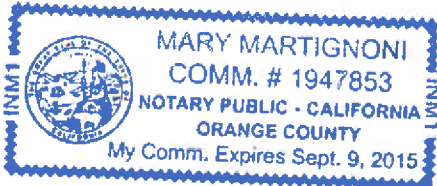
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 9-8-2011 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ryan S. Mantle
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 he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their 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.

Signature Mary Martignoni
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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



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



Signer Is Representing: International Fidelity Insurance Company

Signer Is Representing: _____

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

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

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

LES M. MANTLE, RYAN S. MANTLE

Fullerton, CA.

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

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

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

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

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

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



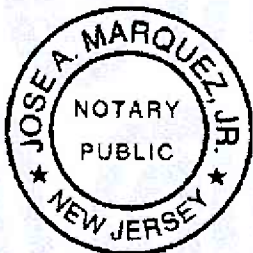
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

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



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

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this **8th** day of **September, 2011**

Assistant Secretary

DATE: September 8, 2011
PROJECT: Riverside Fleet Services Center – Solar Project
PROJECT NO.: FM06720000029

ADDENDUM: NUMBER ONE

I. INSTRUCTIONS:

- a. This supplement to the bid package shall be issued prior to the receipt of proposals. All changes covered in this supplement shall be included in the original quotation and the supplement will be considered one of the contract documents.
- b. Contractors, Manufacturers and/or Distributors shall confirm the receipt and consideration of this addendum prior to the submittal of their proposal by noting inclusion of Addendum **NUMBER ONE** on the Contractor's Proposal.

II. PURPOSE OF ADDENDUM:

- a. The purpose of this addendum is to provide all bidders who attended the mandatory bidder's conference held on August 25, 2011 with additional information to be included in the bids.
- b. And to respond to all questions and/or comments that had been verbally raised during the bidder's conference and to all pre-bid submitted RFI's prior to Wednesday, August 31, 2011.
- c. And to provide all bidders who attended the mandatory bidder's conference held on August 25, 2011 with notice of the extension of the bid date. The bid date is hereby extended to Wednesday, September 14, 2011. The bids shall be delivered to the Clerk of the Board of Supervisors on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501 no later than 14:00 hrs (2:00 PM).

III. CHANGES AND CLARIFICATIONS:

- a. The County provides the following responses to questions received during the bidding process:

RFI #1:

Q: Would copies of the sign in sheet to the mandatory bidder's conference be distributed to all bidding contractors for reference?

A: Yes, copies were available at the end of the conference.