

CONTRACTORS PROPOSAL

TO THE GOVERNING BOARD OF
THE
REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE

Date June 7, 2011

R. C. Construction Services, Inc.
Bidder

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 and the Supplementary General Conditions for the Mead Valley Community center, 5293 Mission Boulevard, Riverside, CA 92509, hereby proposes and agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Plans and Specifications, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date Rec'd 5/25/11

Addendum No. 2 Date Rec'd 6/2/11

Addendum No. 3 Date Rec'd 6/2/11

for the total sum, including all applicable taxes, permits and licenses as follows:

Base Bid (with Course of Construction insurance)	\$ <u>17,750,000</u>
Course of Construction Insurance Amount	\$ <u>58,565.00</u>
Course of Construction Insurance Deductible	\$ <u>10,000 /5% Flood/10% EQ</u>

The determination of the low bidder will be based on the Base Bid with Course of Construction insurance. Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Public Contract Code, Sections 4104-4144, the undersigned submits the following complete list of each subcontractor who will perform work or labor or render services in or about the construction in an amount in excess of one-half of 1 percent of said total bid.

PORTION OF THE WORK	SUBCONTRACTOR	LOCATION
<u>UNIT PAVERS</u>	<u>EDSON PAVERS</u>	<u>PERRIS</u>
<u>ASPHALT</u>	<u>ADVANTAGE UNLIMITED</u>	<u>FONTANA</u>
<u>CONCRETE RETAINING WALLS</u>	<u>REINFORCING (R) RETAINING WALL COMPANY</u>	<u>BERRIDGE (R) TRACY</u>

PORTION OF THE WORK	SUBCONTRACTOR	LOCATION
FORMER (K5)	MATHEWA (K13)	ANIMIST (K12) (IF)
MASONRY	K & S MASONRY	RIVERSIDE
LANDSCAPE	MATHEWA (K13) O CAL LANDSCAPE	(K12) FONTANA
FURNITURE	CORP. BUSINESS INTERIAL	IRVINE
DENTAL EQUIP	HENRY SCHEIN	NEW YORK (K15) MELVILLE, NEW YORK
SHADE SHELTER	URBAN OASIS	FULLERTON
MEDICAL EQUIP/CASEWORK	MIDMARK	VERSAILLES, OHIO
REBAR	ED GRAVES QUALITY	(K12) POWAY
STRUCTURAL STEEL	CANYON STEEL	RIVERSIDE
(K12) REBAR /GRADING	ED GRAVES	ALTA LOMA
CASEWORK	WOODCRAFT	SAN DIEGO
ROOFING	VANCE & ASSOC.	ANAHEIM
GLASS/GLAZING	E/R GLASS	MONTCLAIR
SKYLIGHTS	CPI DAYLIGHTING	RIVERSIDE
LATH/PLASTER	NURSE STULLO	LAKEVIEW
DRYWALL/METAL STUDS	HILLCREST	MURRIETA
ROUGH CARPENTRY FLOORING	MOORE FLOORING	CHINO
PAINTING	MYERS COATING	ORANGE

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 labor and material and performance bonds.

PORTION OF THE WORK	SUBCONTRACTOR	LOCATION
FOOD SERVICE EQUIP	RW SMITH	COSTA MESA
FIRE SPRINKLER	SKYLINE	RIVERSIDE
SITE UTILITIES	BECKER PIPELINE	RIVERSIDE
PLUMBING	PSI	SANTA FE SPRINGS
HVAC	WESTLAND	ONTARIO
ELECTRICAL	BEK	SAN BERNARDINO
ETC (R)	PRO SRETA (R)	SAN DIEGO (R)
TILE	PRO SRETA	SAN DIEGO
ELEVATOR	THYSSEN KRUPP	LOS ANGELES

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 labor and material and performance bonds.

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 (10%) of the total bid submitted herewith, is hereby given as guarantee that the bidder will execute and deliver the above mentioned written memorial and required bonds 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 R. C. Construction Services, Inc.Type of Organization CorporationSigned By Title of Signer Robert W. Clapper / PresidentAddress of Bidder 2223 N. Locust Ave. Rialto, CA 92377Telephone Number (909) 829-3688Contractor's License 716719 Classification A, B, C-8

If bidder is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws 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.

AFFIDAVIT FOR CORPORATE CONTRACTOR

Robert W. Clapper declares as follows:

That he or she is President
of R. C. Construction Services, Inc. a corporation which is a party making the foregoing proposal or 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 County of Riverside or 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.

I declare under penalty of perjury, that the foregoing is true and correct.

Dated this 7th (day) of June (month), 2011 (year)
at Rialto, California

Signature of affiant: 

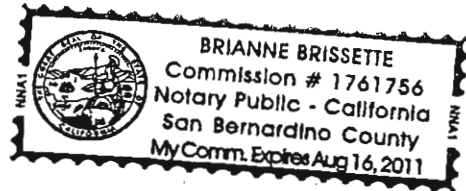
Note: Notarization of signature required

CALIFORNIA JURAT

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 7th day of June 2011, by ,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.

Signature Brianne Brissette



(Seal)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

Robert W. Clapper, being first duly sworn, deposes and says:

That he or she is President of R. C. Construction Services, Inc.

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


Signature

Subscribed and sworn to before me this 7th day of June, 20011

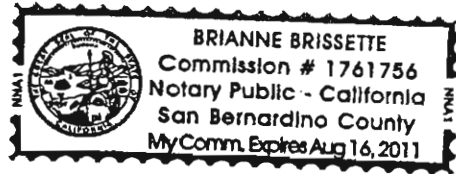
SEE ATTACHED
Signature of Officer Administering Oath

CALIFORNIA JURAT

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 7th day of June 2011, by ,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.

Signature Brianne Brissette



(Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Robert Clapper Construction Services, Inc. DBA R C Construction Services, as Principal; and Safeco Insurance Company of America, as Surety, are hereby held and firmly bound unto the Redevelopment Agency for the County of Riverside, hereinafter called the "Owner", in the sum of dollars (\$ Ten Percent of the Bid Amount (10%)) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the construction of Mead Valley Community Center

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 and faithful performance bond, 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 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.

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 several seals this 2nd day of June, 2011, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of: _____

Address

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

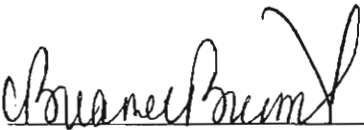
County of San Bernardino

On June 7, 2011 before me, Brianne Brisette, Notary Public, personally appeared Robert W Clapper, 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)



(Seal)

Individual Principal

_____ Address

_____ Business Address

Attest:

(Seal) Individual Principal

_____ Business Address

Robert Clapper Construction Services, Inc.
DBA R C Construction Services

Corporate Principal

2223 N. Locust Avenue, Rialto, CA 92377

Business Address

Attest:

By _____
(Affix Corporate Seal)

Robert W. Clapper, President

Safeco Insurance Company of America

Corporate Principal Surety

333 City Blvd. West, Suite 300, Orange, CA 92868

Business Address

By _____
(Affix Corporate Seal)

Yung T. Mullick, Attorney-in-Fact

The rate of premium on this bond is N/A per thousand. Total amount of premium charged, \$ N/A .

(The above must be filled in by corporate surety.)

ACKNOWLEDGMENT

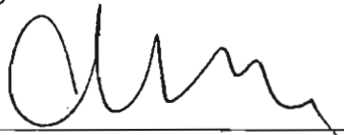
State of California
County of Orange)

On June 2, 2011 before me, Christine T. Hoang, Notary Public
(insert name and title of the officer)

personally appeared Yung T. Mullick
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)



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

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JAMES W. MOILANEN, YUNG T. MULLICK, JENNIFER C. GIBONEY, ALL OF THE CITY OF MISSION VIEGJO, STATE OF CALIFORNIA**.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following Instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 13th day of April 2011



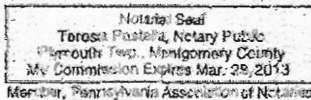
SAFECO INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of April, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America, that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of June 2011.



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

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

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