

CWS Systems, Inc  
COPY

**BID DOCUMENTS**  
**PROJECT NO. 1223**  
**CARSON PARK MASTER PLAN**

To Be Submitted

WITH

Bid Package

**BID**

**PROJECT NO. 1223**

**CARSON PARK MASTER PLAN**

**BIDDING SCHEDULES**

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
CITY OF CARSON  
701 EAST CARSON STREET  
CARSON, CALIFORNIA 90745

Mayor and Council Members:

The undersigned declares that he has carefully examined the location of the proposed work and that he has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

**OWNER'S PROJECT NO. 1223 CARSON PARK MASTER PLAN**

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and in the requirements of the Engineer under said documents, for the prices shown herein. **All work shall be completed within 360 calendar days from the date the Notice to Proceed is issued by the Engineer. This period of time includes the number of days necessary for the procurement and delivery of any long lead items. Actual construction will not commence until a Notice to Proceed is issued and should conclude within 360 calendar days.**

**PROJ. NO. 1223 - CARSON PARK MASTER PLAN**

The contract sum is a total of extensions of unit prices, which are quoted for each portion of the work. Award is made on the total of the items; however items may be deleted as required to fulfill the best interests of the City. The contractor shall be paid the contract sum in installments.

PROJ. NO. 1223 - CARSON PARK MASTER PLAN

BID SCHEDULE (NON PLA BID)

**BID WITHOUT REGARD TO WHETHER THE CONTRACT AWARDED IS SUBJECT TO THE EXISTING PROJECT LABOR AGREEMENT IN EFFECT FOR CERTAIN PROJECTS IN THE CITY OF CARSON**

**Note to Bidders:** The following list of items and its associated units and quantities are an approximation and it is the responsibility of the BIDDERS to verify and/or adjust the accuracy of the list and the inclusion of all work necessary for a complete and fully operational Project meeting the requirements of the Drawings and Specifications. The incompleteness of the list or the inaccuracy of the units and quantities does not relieve the BIDDER of its responsibility or requirement to construct the Project as required by the Contract Documents.

ITEM #	ITEM DESCRIPTION	UNITS	QUANT.	UNIT PRICE (\$) US DOLLARS	EXTENDED PRICE (\$) US DOLLARS
1.	General Requirements	L.S.	1	450,000	450,000
2.	Existing Conditions	L.S.	1	450,000	450,000
3.	Concrete	L.S.	1	585,000	585,000
4.	Masonry	L.S.	1	1,321,000	1,321,000
5.	Metals	L.S.	1	895,000	895,000
6.	Wood and Plastics	L.S.	1	70,000	70,000
7.	Thermal & Moisture Protections	L.S.	1	370,000	370,000
8.	Openings	L.S.	1	180,000	180,000
9.	Finishes	L.S.	1	595,000	595,000
10.	Specialties	L.S.	1	560,000	560,000
11.	Equipment	L.S.	1	285,000	285,000
12.	Furnishings	L.S.	1	310,000	310,000
13.	Fire Protection	L.S.	1	170,000	170,000
14.	Plumbing	L.S.	1	140,000	140,000

15.	HVAC	L.S.	1	300,000	300,000
16.	Electrical	L.S.	1	950,000	950,000
17.	Communications	L.S.	1	110,000	110,000
18.	Electronic Safety & Security	L.S.	1	60,000	60,000
19.	Earthwork	L.S.	1	290,000	290,000
20.	Exterior Improvements	L.S.	1	610,000	610,000
21.	Utilities	L.S.	1	140,000	140,000
BASE BID	TOTAL OF ITEMS 1 THROUGH 21.	L.S.	1	8,841,000	8,841,000

Total Lump Sum Contract Bid (Base Bid) of Items 1 through 21 for **Project No. 1223: CARSON PARK MASTER PLAN**

(Figures)

\$ 8,841,000

(Words)

Eight million Eight hundred forty one thousand.

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of Calendar Days indicated in the Notice Inviting Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the Owner and a third party, which is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

Attached hereto is a certified check, a cashier's check or a bid bond in the amount of 10% Dollars (\$ 10%) said amount being not less than ten percent (10%) of the Total Bid Price. The undersigned agrees that said amount shall be retained by the Owner if, upon endorsements of insurance and other certifications within the time provided. If awarded a Contract, the undersigned agrees to execute the formal Contract, which will be prepared by the Owner for execution, within five (5) Calendar Days following the Letter to Award for the Contract, and will deliver to the Owner within that same period the necessary original Certificates of Insurance, Endorsements of Insurance, Performance Bond, Payment Bond and all other documentation and certification required by the Contract.

PROJ. NO. 1223 - CARSON PARK MASTER PLAN

ALTERNATE BID SCHEDULE (PLA BID)

**BID TAKING INTO ACCOUNT THE REQUIREMENTS OF THE EXISTING PROJECT LABOR AGREEMENT IN EFFECT FOR CERTAIN PROJECTS IN THE CITY OF CARSON**

Note to Bidders: The following list of items and its associated units and quantities are an approximation and it is the responsibility of the BIDDERS to verify and/or adjust the accuracy of the list and the inclusion of all work necessary for a complete and fully operational Project meeting the requirements of the Drawings and Specifications. The incompleteness of the list or the inaccuracy of the units and quantities does not relieve the BIDDER of its responsibility or requirement to construct the Project as required by the Contract Documents.

ITEM #	ITEM DESCRIPTION	UNITS	QUANT.	UNIT PRICE (\$) US DOLLARS	EXTENDED PRICE (\$) US DOLLARS
1.	General Requirements	L.S.	1	450,000	450,000
2.	Existing Conditions	L.S.	1	450,000	450,000
3.	Concrete	L.S.	1	650,000	650,000
4.	Masonry	L.S.	1	1,451,000	1,451,000
5.	Metals	L.S.	1	975,000	975,000
6.	Wood and Plastics	L.S.	1	80,000	80,000
7.	Thermal & Moisture Protections	L.S.	1	410,000	410,000
8.	Openings	L.S.	1	195,000	195,000
9.	Finishes	L.S.	1	545,000	545,000
10.	Specialties	L.S.	1	640,000	640,000
11.	Equipment	L.S.	1	285,000	285,000
12.	Furnishings	L.S.	1	310,000	310,000
13.	Fire Protection	L.S.	1	190,000	190,000
14.	Plumbing	L.S.	1	155,000	155,000

15.	HVAC	L.S.	1	320,000	320,000
16.	Electrical	L.S.	1	<del>440,000</del> <sup>950,000</sup>	<del>940,000</del> <sup>950,000</sup>
17.	Communications	L.S.	1	120,000	120,000
18.	Electronic Safety & Security	L.S.	1	65,000	65,000
19.	Earthwork	L.S.	1	310,000	310,000
20.	Exterior Improvements	L.S.	1	630,000	630,000
21.	Utilities	L.S.	1	170,000	170,000
BASE BID	TOTAL OF ITEMS 1 THROUGH 21.	L.S. <i>AL</i>	1	<del>3,341,000</del> <sup>9,351,000</sup>	<del>7,341,000</del> <sup>9,351,000</sup>

Total Lump Sum Contract Bid (Base Bid) of Items 1 through 21 for Project No. 1223: CARSON PARK MASTER PLAN

(Figures)

~~\$ 3,341,000~~ \$ 9,351,000

(Words)

three fifty  
Nine million ~~one~~ hundred ~~forty~~ one thousand

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of Calendar Days indicated in the Notice Inviting Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the Owner and a third party, which is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

Attached hereto is a certified check, a cashier's check or a bid bond in the amount of 10% Dollars (\$ 10%) said amount being not less than ten percent (10%) of the Total Bid Price. The undersigned agrees that said amount shall be retained by the Owner if, upon endorsements of insurance and other certifications within the time provided. If awarded a Contract, the undersigned agrees to execute the formal Contract, which will be prepared by the Owner for execution, within five (5) Calendar Days following the Letter to Award for the Contract, and will deliver to the Owner within that same period the necessary original Certificates of Insurance, Endorsements of Insurance, Performance Bond, Payment Bond and all other documentation and certification required by the Contract.

BID

PROJECT NO. 1223

**BIDDER'S DECLARATION**

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Bid, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, referenced reports, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Bid and he further understands that the Owner will not be responsible for any errors or omissions in the preparation of the Bid.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified, and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified in the Bidding Schedule. The undersigned understands and will confirm to schedule requirements.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

5. The undersigned certifies that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the Owner enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contracts Code Sec. 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of Sixty (60) days after the date of its proper opening by the Owner.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

CWS Systems Inc.  
Contractor's Business Name

3814 E. Colorado Blvd #102  
Business Address: Street

Pasadena CA 91107  
City State Zip

626-792-1155  
Business Phone Number

Abed El-Abour Pres  
Name Title

Aradia CA 91007  
City State Zip

Abed El-Abour Pres.  
Contractor Title

[Signature] Pres.  
By Title

846110 A, B, C39, C53  
Contractor's License No. and Classification

8/01/2011  
Date

832 W. Huntington Dr #7  
Residence: Street

626-818-6441  
Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

# **CWS Systems Inc**

3814 E Colorado Suite 102 Pasadena, Ca 91107 T: 626-792-1155 F: 626-792-1177

---

**Date: July 29, 2011**

## **CORPORATE RESOLUTION**

**The board met on July 29, 2011 and resolved the following:**

**Abed El-Abour, president of CWS Systems Inc. is hereby authorized to sign all required Bid Documents for Bid Project 1223, titled, CARSON PARK MASTER PLAN which bids on August 1, 2011.**

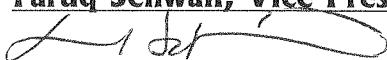
**Dated : July 29, 2011**

**At: Corporate Office, Pasadena, Ca.**

**Signed by: Abed El-Abour, President**



**Faruq Sehwal, Vice President**



**Corporate Seal**

BID

PROJECT NO. 1223

**NONCOLLUSION AFFIDAVIT**

(To be executed by Bidder and submitted with Bid)

State of California

ss

County of Los Angeles

Abed El-Abour being first duly sworn, deposes and says that  
he or ~~she~~ is President of CWS Systems Inc.

\_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on the 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 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 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 fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

CWS Systems Inc

NAME OF BIDDER

[Signature]  
SIGNATURE OF BIDDER

3814 E. Colorado Blvd #102

ADDRESS OF BIDDER

Pasadena CA

CITY

STATE

91107

ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate jurats)

# JURAT

State of California

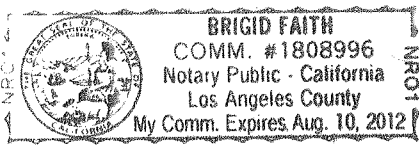
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on

This 1st day of August 2011

By Abed El-Abour

Proved to me on the basis of satisfactory evidence to be the person ~~(X)~~ who appeared before me.



(Seal)

Signature Brigid Faith

BID

PROJECT NO. 1223

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS  
BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND  
EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF  
THIS BID

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_ hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BID

PROJECT NO. 1223

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has     , has not      been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California of the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes      No   X  

If the answer is yes, explain the circumstances in the following space.

---

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of a Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID

PROJECT NO. 1223**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT CWS Systems, Inc., as Principal,  
and International Fidelity Insurance Company, as Surety, are held  
firmly bound unto the Owner, consisting of one or both of the following described public entities:

- ☐ The City of Carson, California  
☒ The Carson Redevelopment Agency

in the sum of \$ 10% of the Bid;Ten Percent of the Total Amount Bid                      DOLLARS,

(not less than ten percent of total amount of bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the following:

PROJECT NO.:      1223TITLE:                      CARSON PARK MASTER PLAN

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 7th day of July, 2008<sup>11</sup>CWS Systems, Inc. (SEAL)

Principal

International FidelityInsurance Company (SEAL)

Surety

BY: 

Signature

BY: Signature Randy Spohn  
Attorney-In-Fact

# 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

**RANDY SPOHN, MATTHEW R. DOBYNS**

Santa Ana, 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.

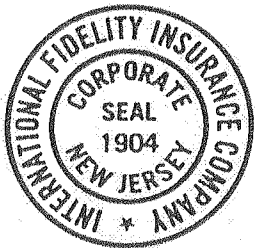
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

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.

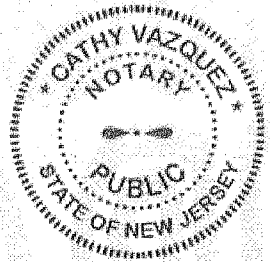
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

STATE OF NEW JERSEY  
County of Essex

A handwritten signature in dark ink, appearing to be "Thomas A. Spohn".

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 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 handwritten signature in dark ink, appearing to be "Cathy Vazquez".

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

## 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 **7th** day of **July, 2011**.

A handwritten signature in dark ink, appearing to be "Maria H. Branco".

Assistant Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

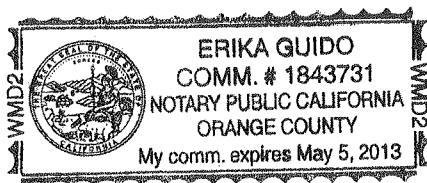
On 7/7/2011 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared RANDY SPOHN,

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

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

**WITNESS my hand and official seal.**



[Signature]  
Signature of Notary

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

BID

PROJECT NO. 1223

## CARSON PARK MASTER PLAN

### DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

### LIST OF PROPOSED SUBCONTRACTORS

["Duplicate Next Page if needed for listing additional subcontractor."]

<u>Name and Address of Subcontractor</u>	<u>Description of Work to be Subcontracted</u>
Name: <u>Hartfield Const.</u> <u>11908 Clark St #A</u> Address: <u>Arcadia CA 91006</u>  License Number: <u>478529</u>  Class <u>A, B, C12, C21</u>  Portion of Work (%) <u>4</u>	<u>demo</u> <u>grading</u> <u>paving</u>

Active

LIST OF PROPOSED SUBCONTRACTORS (continued)

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Champion Plumbing  
4195 Chino Hills Pkwy 1895  
Address: Chino Hills CA 91709  
License Number: 730334

plumbing

Class C36

Portion of Work (%) 3

Active

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: AA Backhoe  
13532 Mulberry Dr  
Address: Whittier CA 90605  
License Number: 895214

undergrounds

Class A

Portion of Work (%) 1/2

Active

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Catalina Structures  
8543 Mulberry St  
Address: Fontana CA 92335  
License Number: 895214

catch basins  
precast structures

Class C-8

Portion of Work (%) 1

Active

LIST OF PROPOSED SUBCONTRACTORS (continued)

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Henderson Mech.

Name: ~~Atlix~~ ~~Atlix~~

Address: ~~157 Gentry St~~

Manhattan Bch CA

HVAC

License Number: 899166

Class C20

Portion of Work (%) 1

Active

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Brickley Environmental

Address: 957 W. Beece St

San Bernardino

Abatement

License Number: 610414

Class 1/2

Portion of Work (%) 1/2

Active

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Design Masonry

Address: 20703 Santa Clarita St  
Santa Clarita CA 91351

Masonry

License Number: 941944

Class C29

Portion of Work (%) 7

Active

LIST OF PROPOSED SUBCONTRACTORS (continued)

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Bancro Corp  
Address: 2621 Green River Rd #105-207 Concrete  
Carona CA 92882  
License Number: 815238  
Class B, C-8 *Active*  
Portion of Work (%) 3

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

~~Name: Advanced Welding Steel  
Address: 3336 Kerckhoff Ave installation  
License Number: San Pedro CA 90731  
Class C60, C51 LIC # 747545  
Portion of Work (%) 1/2~~

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Premiere Electrical  
Address: 392 Parkman St  
Alta Deng CA 91001  
License Number: 841941 *Active*  
Class C-7, C-10  
Portion of Work (%) 6

LIST OF PROPOSED SUBCONTRACTORS (continued)

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Advanced Woodworks

*Cabinetry*

Address: 950 W 10th St Azusa CA 91702

License Number: 833770

Class C-6

Portion of Work (%) 1/2

*Active, subj. to filing of  
workers comp by 8/31/10*

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Guardian Fence Co.

17223 Jersey Ave

Address: Artesia CA 90701

License Number: 736364

Class C-13

Portion of Work (%) 1

*Active*

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: American Landscape Co.

*Landscape*

Address: 7103 Dyerum - Canoga Park

License Number: 288229

Class C-27, A, B, C8

Portion of Work (%) 4

*Active*

LIST OF PROPOSED SUBCONTRACTORS (continued)

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: South West Fire Protection Fire Protection  
Address: 215 E. EL Sur ST Monrovia CA 91016 sprinkler  
License Number: 190173  
Class C16  
Portion of Work (%) 1/2 Active

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Cosco Fire Protection Fire Protection  
Address: 1075 W. Lambert Rd Bldg D Brea CA 92821  
License Number: 577621  
Class C10, C16-577621  
Portion of Work (%) 101 Active

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

Name: Sal Cal Const steel  
Address: San Marcos CA  
License Number: 897158  
Class \_\_\_\_\_  
Portion of Work (%) 2 Active

**LIST OF PROPOSED SUBCONTRACTORS (continued)**

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

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

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

License Number: \_\_\_\_\_

Class \_\_\_\_\_

Portion of Work (%) \_\_\_\_\_

---

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

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

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

License Number: \_\_\_\_\_

Class \_\_\_\_\_

Portion of Work (%) \_\_\_\_\_

---

Name and Address  
of Subcontractor

Description of Work  
to be Subcontracted

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

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

License Number: \_\_\_\_\_

Class \_\_\_\_\_

Portion of Work (%) \_\_\_\_\_

---

BID

PROJECT NO. 1223

## CARSON PARK MASTER PLAN

### CONSTRUCTION PROJECT REFERENCE

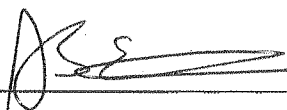
In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months. Your cooperation in this matter is greatly appreciated.

Number of years as a contractor in construction work of this type: Seven


Three projects of this type recently completed: see attached!

<u>Contract Amount</u>	<u>Type of Project</u>
1. (a) _____	1. (b) _____
2. (a) _____	2. (b) _____
3. (a) _____	3. (b) _____

<u>Date Completed</u>	<u>Name, Address and Phone No. of Owner</u>
1. (a) _____	1. (b) _____
2. (a) _____	2. (b) _____
3. (a) _____	3. (b) _____

Bidder's Signature 

NOTE: If requested by the Owner, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature 

# CWS Systems, Inc.

3814 East Colorado Blvd. Ste 102  
Pasadena, CA 91107  
(626)792-1155 phone (626)792-1177 fax  
Lic# 846110

## CWS SYSTEMS INC. REFERENCES

PROJECT: LA Harbor College, PV Farm;  
Photovoltaic Carports, with Chevron Energy Solutions  
OWNER: the City of Los Angeles  
CONTACT: Gerry Hubble, Project Manager (714)766-9353  
\$ 6.7 M completed 06/2010

8/11/11 3:45 PM  
- Good job. Responsive  
- lot of versatility  
- Co-act many, just trading  
- lot of cost  
- workmanship - Good.  
- On time.

PROJECT: East LA City College, Central Plant;  
Renewable Energy for Campus, with Chevron Energy Solutions  
OWNER: the City of Los Angeles  
CONTACT: Chuks Nwokedi, Project Manager (626)304-4728  
\$ 2.1 M completed 04/2010

left msg. 8/9/11 3:55 PM

PROJECT: Hemingway Park Aquatic Center;  
3 Pool Aquatic Center, Waterslides, Play Equipment, Buildings  
OWNER: the City of Carson  
CONTACT: Gilbert Marquez, Project Engineer (310)952-1700 x1813  
\$ 3.9 M completed 09/2009

OK

PROJECT: Maywood Park Aquatic Center;  
Aquatic Center, Buildings, Park  
OWNER: the City of Maywood  
CONTACT: Ken Boyce, Project Manager (562)-307-2317  
\$ 3.3 M 07/2008

was checked before.

PROJECT: East LA City College Relocate R5-K6;  
Temporary Facilities  
OWNER: the City of Los Angeles  
CONTACT: Peter Mitsakos, Architect (310)821-2399  
CONTACT: Eugene Santos, Construction Manager (213)479-8675  
\$ 1.9 M completed 07/2008

talked to Raymond, PM  
will be back today 8/9/11  
3:55 PM  
- not working

PROJECT: Julia McNiel Senior Center  
OWNER: the City of Baldwin Park  
CONTACT: Arjon Idnani, Project Manager (626)780-8154  
\$ 2.2 M completed 06/2005

he's in a meeting 8/9/11 4 PM

PROJECT: Pacific Electric Train Depot  
OWNER: the City of Bellflower  
Contact: John Heller, Architect/Construction Manager (626)236-6624  
\$ 1.4 M completed 07/2008

- Good; handled stuff very well, No change order they just absorbed the cost.  
- workmanship: good.  
- schedule - did not finish on time but it's not his fault. 8/9/11 4:02 PM

Per Peter 8/9/11 @ 6:05 PM  
- Very professional,  
- problem solver.  
- very fair  
- kept records  
- fair in C.O., well documented  
- Workmanship fine  
- finish, no headache

8/9/11 11:02 AM retired 2006 from city.

- did 2 projects - Comm Gr. Ext.  
- very good w/ track, response is good  
- less C.O.  
- work on time  
- wish to give more jobs  
- workmanship  
- schedule - right on time.

**CWS Systems Inc.**  
Current Project List

<b>Project Name</b>	<b>Owner/Contact</b>	<b>Cont Amt</b>	<b>%Complete</b>
Beach Restroom Replacement Seven Buildings	City of Santa Monica Architectural Services Voneelya Simmons (310)458-2205	3.7M	20%
San Bernardino Unified School District 3 School Modernization	SBUSD Vanir Construction Mgmt. Andres Ramirez (909)208-8143	479K	65%
Huntington Beach City School Photovoltaic Solar Farm	HBCSD Chevron Energy Solutions Curtis Campbell (714)671-3562	585K	10%

PROJECT NO. 1223

## BIDDER'S ASSURANCE

Name of Bidder: CWS Systems Inc.

Business Address: 3814 E. Colorado Blvd #102  
Pasadena CA 91107

Telephone No: (626) 792-1155

Members of the Owner's Legislative Body  
c/o City Hall  
City of Carson, California

Members of the Owner's Legislative Body:

Pursuant to your published Notice Inviting Bids for:

PROJECT NO.: 1223

TITLE: CARSON PARK MASTER PLAN

The undersigned declares that he has carefully examined the location of the proposed work; that he has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders; and hereby proposes to furnish all materials, machinery, tools, labor, and services, and do all the work necessary to complete the project in accordance with said Plans and Specifications, and other Contract Documents, at the item prices on the bidding schedule.

BY: ~~AS~~ TITLE: president  
Abed El. Abour

BID

PROJECT NO. 1223

**CARSON PARK MASTER PLAN**

**CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS**

As suppliers of goods or services to the Owner, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM CWS Systems Inc.

TITLE OF PERSON SIGNING President

SIGNATURE 

DATE 08/01/2011

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

If selected, CWS Systems Inc. will do our best to  
comply with the equal employment opportunity act.

- Q8. Sheet C100, Legend "A" refers to "methane protection system." Is there any specification or guideline?
- A8. Bidders are responsible for the system design of the system noted. See attached Methane Protection System specification matrix as a guide for the design.
- Q9. The specification provides section for Fire Sprinkler System under divisions 15305 and 15310. However, there is no drawing that can refer us to this scope of work. Is this a design and built? Please confirm.
- A9. Yes, Fire Sprinkler System is a design and built. The contractor is also responsible to get approval from the fire department and any other required agencies.

Inquiries on this project shall be directed to Mr. Gilbert Marquez, Senior Civil Engineer at (310) 952-1700 EXT. 1813.

Sincerely,

M. Victor Rollinger  
City Engineer

BY:

  
Gilbert Marquez, P.E.  
Senior Civil Engineer

#### BIDDER'S CERTIFICATION

I (WE) ACKNOWLEDGE RECEIPT OF THE FOREGOING ADDENDUM NO.1 AS ISSUED ON JULY 12, 2011, AND THAT ALL CHANGES SPECIFIED HEREIN HAVE BEEN INCORPORATED IN MY BID.

Date:

08/01/2011

CWS Systems Inc  
Bidder

By: Brigid Faith  
Brigid Faith  
Manager  
Title

THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONTRACTOR AND RETURNED WITH THE BID.

END OF ADDENDUM 1

BIDDER'S CERTIFICATION

I (WE) ACKNOWLEDGE RECEIPT OF THE FOREGOING ADDENDUM NO. 2 AS ISSUED ON July 13, 2011, AND THAT ALL CHANGES SPECIFIED HEREIN HAVE BEEN INCORPORATED IN MY BID.

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

8/1/11

CWS Systems

Bidder

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

Brian J. O'Rourke

mgr

Title

**THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONTRACTOR AND RETURNED WITH THE BID.**

Addendum #2

Page 2 of 2

Add #2

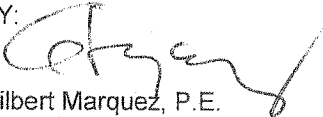
- Q8. 2.03A2: What U-Factor is required? The resulting light transmission and solar heat gain coefficient are determined based on the color combination of the face sheets (see 2.02, 4a, b). For example, Crystal/White faces with a 0.29 U have a light transmission of 20% and solar heat gain coefficient of 0.28. For further information, see attached chart.
- A8. Crystal/White faces with a 0.29 U have a light transmission of 20% and solar heat gain coefficient of 0.28.
- Q9. All optional items in the specification should be deleted/removed to prevent any confusion.
- A9. See A5, A6, A7 and A8.
- Q10. In Addendum 1, Drawing Item 9c, is Detail 25 on DWG: AD1-A16 a new detail?
- A10. Yes.

Inquiries on this project shall be directed to Mr. Gilbert Marquez, Senior Civil Engineer at (310) 952-1700 EXT. 1813.

Sincerely,

Mr. Victor Rollinger  
City Engineer

BY:


  
Gilbert Marquez, P.E.  
Senior Civil Engineer

#### BIDDER'S CERTIFICATION

I (WE) ACKNOWLEDGE RECEIPT OF THE FOREGOING ADDENDUM NO. 3 AS ISSUED ON JULY 19, 2011, AND THAT ALL CHANGES SPECIFIED HEREIN HAVE BEEN INCORPORATED IN MY BID.

Date: 8/1/11

CWS Systems Inc.  
Bidder

By:   
B. Faith

MGR  
Title

THIS ACKNOWLEDGEMENT MUST BE SIGNED BY THE CONTRACTOR AND RETURNED WITH THE BID.

END OF ADDENDUM 3

Inquiries on this project shall be directed to Mr. Gilbert Marquez, Senior Civil Engineer at (310) 952-1700 EXT. 1813.

Sincerely,

Mr. Victor Rollinger  
City Engineer


BY:

  
Gilbert Marquez, P.E.  
Senior Civil Engineer

#### BIDDER'S CERTIFICATION

I (WE) ACKNOWLEDGE RECEIPT OF THE FOREGOING ADDENDUM NO. 4 AS ISSUED ON JULY 25, 2011, AND THAT ALL CHANGES SPECIFIED HEREIN HAVE BEEN INCORPORATED IN MY BID.

CWS systems Inc  
Bidder

By:   
Brigida Faith  
MGR  
Title

Date: 8/1/11

THIS ACKNOWLEDGEMENT MUST BE SIGNED BY THE CONTRACTOR AND RETURNED WITH THE BID.

NOTE TO BIDDERS: THERE ARE 85 SHEETS ATTACHMENTS TO THIS ADDENDUM. YOU ARE ADVISED TO MAKE SURE YOU RECEIVED THEM.

END OF ADDENDUM 4

**BIDDER'S CERTIFICATION**

I (WE) ACKNOWLEDGE RECEIPT OF THE FOREGOING ADDENDUM NO. 5 AS ISSUED ON JULY 26, 2011, AND THAT ALL CHANGES SPECIFIED HEREIN HAVE BEEN INCORPORATED IN MY BID.

CWS Systems Inc.  
Bidder

Brigid Faith  
Bidder

By: Brigid Faith  
Bidder

MGR  
Title

Date: 08/01/2011

**THIS ACKNOWLEDGEMENT MUST BE SIGNED BY THE CONTRACTOR AND RETURNED WITH THE BID.**

**END OF ADDENDUM 5**

## CWS Systems Inc

3814 E Colorado Suite 102 Pasadena, Ca 91107 T: 626-792-1155 F: 626-792-1177

August 1, 2011

Mr. Clifford Graves  
City Manager- Interim

City of Carson  
701 E. Carson Street  
P.O.Box 6234  
Carson, Ca. 90749

Subject: LETTER OF ASSENT  
CITY OF CARSON CONSTRUCTION, REHABILITATIONS PROJECTS  
PROJECT LABOR AGREEMENT

Dear Mr. Graves:

This is to certify that the undersigned, CWS SYSTEMS INC., has examined a copy of the Project Labor Agreement, PLA, entered into by and between the City of Carson and signatory Building and Construction Trades Councils and Unions dated November 18, 2010. The undersigned hereby agrees to comply with all the terms and conditions of the aforementioned PLA as such Labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms..

It is understood that the signing of the Letter of Assent shall be as binding on CWS systems Inc. as though the contractor/ employer had signed the above referred Agreement and shall require all of our subcontractors, of whatever tier, to become similarly bound of all work within the scope of this Agreement.

This Letter of Assent shall become effective and binding upon CWS Systems Inc. the on the 1<sup>st</sup> day of September , and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

CWS systems Inc.

By: Abed El-Abour, President

