

Colton Joint Unified School District

Student Services Center, Board Room, 851 South Mt. Vernon Ave., Colton, CA 92324



Board of Education Special Meeting Agenda

Thursday, March 8, 2012
at 6:00 p.m.

Strategic Plan – Mission Statement

The Mission of the Colton Joint Unified School District, a team of caring employees dedicated to the education of children, is to ensure each student learns the academic knowledge and skills necessary to thrive in college or in the workforce and be responsible, productive citizens by providing engaging, challenging, and enriching opportunities and specialized programs in a safe environment in partnership with students, families and our diverse communities.

1.0 OPENING

1.1 Call to Order

- Mr. Robert D. Armenta Jr., *President*
- Mr. Roger Kowalski, *Vice President*
- Mrs. Patt Haro, *Clerk*
- Mr. Randall Cenicerros
- Mr. Frank A. Ibarra
- Mrs. Laura Morales
- Mr. Pilar Tabera
- Mr. Jerry Almendarez
- Mr. Jaime R. Ayala
- Mrs. Ingrid Munsterman
- Mr. Mike Snellings
- Mrs. Bertha Arreguín
- Mr. Todd Beal
- Mr. Brian Butler
- Mrs. Jennifer Jaime
- Mrs. Janet Nickell
- Ms. Katie Orloff
- Ms. Jennifer Rodriguez
- Ms. Sosan Schaller
- Mr. Darryl Taylor
- Mr. Robert Verdi

1.2 Renewal of the Pledge of Allegiance.

2.0 SPECIAL PRESENTATIONS ~None

3.0 SCHOOL SHOWCASE ~None

4.0 ADMINISTRATIVE PRESENTATIONS

4.1 Hiring Practice for Coaching Positions – Assistant Superintendent Munsterman

5.0 PUBLIC HEARING ~None

6.0 PUBLIC COMMENT

6.1 Announcement Regarding Public Comment for Items on the Agenda and Items Not on the Agenda (Gov. Code 54954.3[a])

The Board President clarifies the process regarding public comment and requests that the appropriate “Public Comment Card” be filled out. At the appropriate time during the Hearing Session, each speaker will be invited to the podium and should begin by stating his or her name and residing city. Board Bylaw 9323 states that “Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board shall limit the total time for public input on each item to 15 minutes. With Board consent, the president may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The president may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.”

Blue card—Specific Consent, Action, Study & Information or Closed Session Item: Please list the specific agenda item number and subject

White card—Items/Topics Not on the Agenda: Please list topic / subject

7.0 ACTION SESSION

- Page 3 A-1 Adoption of School Calendar for the 2012-13 and 2013-14 School Years: Single Track and Traditional
- Page 7 A-2 Award of Bid #12-05 to Best Contracting Services, Inc. for Bid Package 8.1, Sheet Metal at Grand Terrace High School
- Page 9 A-3 Approval of Acceptance of Stop Notice Release Bonds Provided by Suffolk Construction Co., Inc. in Accordance with Civil Code Section 3196

8.0 ADMINISTRATIVE REPORTS ~None

9.0 SUPERINTENDENT’S COMMUNIQUE ~None

10.0 BOARD MEMBER COMMENTS ~None

11.0 CLOSED SESSION

11.1 Personnel Public Employee: Discipline/Dismissal/Release (Gov. Code 54957)

12.0 ADJOURNMENT

BOARD AGENDA

**SPECIAL MEETING
March 8, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Ingrid Munsterman, Assistant Superintendent, Human Resources Division

SUBJECT: Adoption of School Calendar for the 2012-13 and 2013-14 School Years:
Single Track and Traditional

GOAL: Student Performance, Personnel Development, Facilities/Support Services, Budget Planning, School Safety & Attendance, Community Relations, & Parent Involvement

STRATEGIC PLAN: Strategy #1 – Communication

BACKGROUND: District administration and representatives from the Association of Colton Educators and Colton School Employees’ Association have met and developed the master calendar for the single track and traditional schedule schools for the 2012-13 and 2012-14 school years and present the following recommendation for adoption by the Board.

BUDGET IMPLICATIONS: No impact to the General Fund.

RECOMMENDATION: That the Board adopt the school calendar for the 2012-13 and 2013-14 school years: single track and traditional, as presented.

ACTION: On motion of board Member _____ and _____, the Board approved the above recommendation.

BOARD AGENDA

**SPECIAL MEETING
March 8, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Award of Bid #12-05 to Best Contracting Services, Inc. for Bid Package 8.1, Sheet Metal at Grand Terrace High School

GOAL: Facilities/Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: Bids for bid package 8.1, sheet metal work at Grand Terrace High School were opened on February 27, 2012. The bid was conducted in accordance with Public Contract Code 20111 and advertised in accordance with Public Contract Code 20112. Three contractors submitted bids. A schedule showing the bids received and their amounts follows:

Best Contracting Services, Inc.	\$2,500,632
Troyer Contracting Company. Inc.	2,824,000
Risher Sutherland, Inc. dba United Contractors	3,250,000

BUDGET IMPLICATIONS: Building Fund 21 –Measure G Expenditure: \$2,500,632

RECOMMENDATION: That the Board award Bid #12-05 to the lowest responsible bidder, Best Contracting Services, Inc. for Bid Package 8.1, Sheet Metal at Grand Terrace High School, in the amount of \$2,500,632, as presented.

ACTION: On motion of Board Member _____ and _____, the Board awarded Bid #12-05 to the lowest responsible bidder, Best Contracting Services, Inc. for Bid Package 8.1, Sheet Metal at Grand Terrace High School, in the amount of \$2,500,632, as presented.

BOARD AGENDA

**SPECIAL MEETING
March 8, 2012**

ACTION ITEM

TO: Board of Education

PRESENTED BY: Jaime R. Ayala, Assistant Superintendent, Business Services Division

SUBJECT: Approval of Acceptance of Stop Notice Release Bonds Provided by Suffolk Construction Co., Inc. in Accordance with Civil Code Section 3196

GOAL: Facilities / Support Services

STRATEGIC PLAN: Strategy #4 – Facilities

BACKGROUND: On public works projects, stop notices are a claim for payment. Civil Code Section 3196 requires that the public entity hold 125% of the value of a stop notice that has been filed. In order to obtain release of the stop notice, firms may acquire additional bonding capacity that is “jointly and severally liable.”

All legal procedures for obtaining release of the stop notice have been followed pursuant to Civil Code Section 3196. Staff and legal counsel (Atkinson, Andelson, Loya, Ruud & Romo) have reviewed all related documentation and recommend acceptance of the stop notice release bonds.

BUDGET IMPLICATIONS: No Impact to Bond Fund 21 – Measure G

RECOMMENDATION: That the Board approve the acceptance of stop notice release bonds provided by Suffolk Construction Co., Inc. in accordance with Civil Code Section 3196.

ACTION: On motion of Board Member _____ and _____, the Board approved the acceptance of the stop notice release bonds, as presented.

Colonial American Casualty and Surety Company
SURETY BOND INCREASE RIDER

Rider to be attached to and form a part of Bond for Release of Stop Notice, bond number: 9061099 dated the 4th day of January 2012 executed by Colonial American Casualty and Surety Company (the "Surety")

on behalf of Suffolk Construction Company, Inc. (the Principal")

in favor of Windrow Earth Transport (the "Obligee")

in the amount of Eighty-One Thousand One Hundred Thirty-Three and 75/100 (\$81,133.75) Dollars.


It is hereby understood and agreed that the Principal and Surety agree to increase the Bond for Release of Stop Notice as follows:

FROM: Eighty-One Thousand One Hundred Thirty-Three and 75/100
(\$81,133.75)

TO: Eighty-Seven Thousand Six Hundred Twenty-One and 25/100
(\$87,621.25)

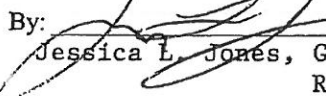
All other terms and conditions remain unchanged, except as herein modified.

Signed, sealed and dated this 1st day of February 2012.

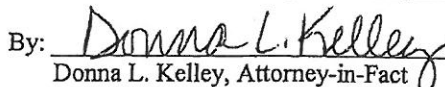

WITNESS OR ATTEST:


WITNESS OR ATTEST

Suffolk Construction Company, Inc.

By:  (Seal)
Jessica L. Jones, General Counsel, West Coast
Region

Colonial American Casualty and Surety Company

By:  (Seal)
Donna L. Kelley, Attorney-in-Fact

**Power of Attorney
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Andrew K. PLATT, Paul K. WICKERSHAM and Donna L. KELLEY, all of Los Angeles, California, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Andrew K. PLATT, Paul K. WICKERSHAM, Donna L. KELLEY, dated June 21, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 30th day of August, A.D. 2011.

ATTEST:

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 30th day of August, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 1st day of February, 2012

Gerald F. Halcy
Assistant Secretary

FACILITIES DEPARTMENT
2012 JAN 25 A 11:35

STOP NOTICE - PUBLIC WORKS PROJECTS
(California Civil Code Sections 3103, 3181-3187)

Corrected Stop Notice

TO THE PUBLIC AGENCY:
Colton Joint Unified School District

1212 Valencia Dr
Colton Ca 92324

**TO THE ORIGINAL CONTRACTOR OR
REPUTED ORIGINAL CONTRACTOR:**
Suffolk Const., Co

38 Discovery, Ste-200
Irvine, Ca 92618

TO THE LENDER/SURETY/BONDING COMPANY:
None Reported

TO THE CUSTOMER OR BUYER:
FM & Sons Construction
2098 S. Grand Ave. Suite I
SANTA ANA, 92705

PLEASE TAKE NOTICE THAT WINDROW EARTH TRANSPORT has a claim in connection with the public work known as 31754 Valley & Lilac Colton Joint USD Middle School #5 project, located at W Valley Blvd & S Cactus, RIALTO, CA 92316, in the County of SAN BERNARDINO.

The specific contract information is for Owner/Public Entity Contract #Proj #211002, Our Job/Invoice #31754.

The claimant furnished the following kind of labor, services, equipment, materials or service charges: TRANSPORTATION OF FILL MATERIALS.

The name of the party to whom the material was furnished or supplied, or for whom the labor was done or performed, is FM & Sons Construction, 2098 S. Grand Ave. Suite I, SANTA ANA, CA 92705.

The total value of labor, services, equipment and materials furnished by claimant or agreed to be performed was \$17,000.00. That the value of labor, service, equipment, materials and service charges so performed or furnished as of the date of this notice is \$68,847.00. That such claim has not been paid in full except that there has been paid against the balance due the sum of \$0.00. The unpaid balance is now \$68,847.00, including service charges or interest at the rate of 10.000% per annum.

To the unpaid balance due of \$68,847.00, please add anticipated service charges, interest, court costs and attorney fees of \$1,250.00.

WHEREFORE, the claimant prays that the public entity, upon receipt of this stop notice, withhold from the original contractor, or from any person acting under his

authority, money due or to become due to such contractor in an amount sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder.

Dated 01/23/2012 for claimant WINDROW EARTH TRANSPORT, 14032 SANTA ANA AVE.,
Fontana, CA 92337

Prepared by: Kimberly Cieluch
Kimberly Cieluch, AR Supervisor

VERIFICATION

I declare that I am authorized to file this Stop Notice on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Fontana, California on 01/23/2012 for WINDROW EARTH TRANSPORT.

Prepared by: Kimberly Cieluch
Kimberly Cieluch, AR Supervisor

AFFIDAVIT OF SERVICE BY MAIL

I declare that I served a copy of the above document, and any related documents, by (as required by law) first-class, certified or registered mail, postage prepaid, or other certified delivery, addressed to the above named parties, at the addresses listed above, on 01/23/2012. I declare under penalty of perjury that the foregoing is true and correct. Executed at Fontana, California on 01/23/2012.

By: Kimberly Cieluch
Kimberly Cieluch, AR Supervisor

Bond for Release of Stop Notice
Bond Number: 9061099

KNOW ALL MEN BY THESE PRESENTS, that we Suffolk Construction Company, Inc. of 38 Discovery, Ste 200, Irvine, CA as Principal, and Colonial American Casualty and Surety Company a corporation organized and existing under the laws of the State of Maryland duly authorized to transact general surety business in the State of California, as Surety, are held and firmly bound unto Windrow Earth Transport, of 10432 Santa Ana Avenue, Fontana, CA 92337 as Obligee in the sum of Eighty-One Thousand One Hundred Thirty-Three and 75/100 (\$81,133.75) DOLLARS, lawful money of the United States of America which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns jointly and firmly by these presents.

WHEREAS, the Principal was awarded and entered into a written contract with Colton Joint Unified School District (Owner) for construction of 31754 Valley & Lilac Colton Joint USD Middle School #5, W Valley Blvd., S. Cactus, Rialto, CA 92316 in the county of San Bernardino; known as project number 211002. Windrow Earth Transport provided labor, services, equipment, materials or service charges of TRANSPORTATION OF FILL MATERIALS to FM & Sons Construction, 2098 S. Grand Ave., Ste 1, Santa Ana, ca 92705.

WHEREAS, Windrow Earth Transport, filed with CJUSD of 1212 Valencia Dr., Colton, CA 92324 a verified claim and withhold notice for the total sum of Sixty-Four Thousand Nine Hundred Seven and 00/100 (\$64,907.00) DOLLARS, and

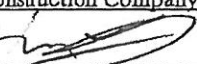
WHEREAS, the said Principal disputes the correctness and validity of the claim of said Windrow Earth Transport, and has requested that the Obligee permit said Principal to deliver to said Obligee a bond executed by a corporation authorized to issue a surety bond in the State of California in a penal sum equal to one and one-fourth times the amount of said bond to said Obligee that the monies withheld on account of said claim may be released to said Principal, and said Obligee has consented to permit said Principal to file said bond and thereupon release the money so withheld on account of said claim.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the said Principal shall fully protect and defend the Obligee named herein against any loss by reason of or arising out of the acceptance of this bond or the release of said monies or the payment thereof to said Principal, and shall pay any sum which the said claimant may recover on such claim together with the cost of suit in said action not exceeding the penal sum of the bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the signature of the said Principal is hereto affixed and the corporate seal and name of said Surety is hereto affixed by its duly authorized Attorney-In-Fact this 4th day of January 2012.

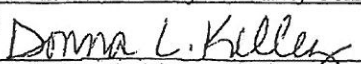
Suffolk Construction Company, Inc.

(Principal)

BY: 
Jessita L. Jones, General Counsel West Coast Region

Colonial American Casualty and Surety Company

(Surety)

BY: 
Donna L. Kelley, Attorney-in-Fact

**Power of Attorney
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Andrew K. PLATT, Paul K. WICKERSHAM and Donna L. KELLEY, all of Los Angeles, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, in all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Andrew K. PLATT, Paul K. WICKERSHAM, Donna L. KELLEY, dated June 21, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 30th day of August, A.D. 2011.

ATTEST:

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Eric D. Barnes

Eric D. Barnes

Frank E. Martin Jr.

By:

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 30th day of August, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 4th day of January, 2012.

Ronald F. Halcy
Assistant Secretary

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT
FOR SURETY**

State of California

County of Los Angeles

On January 4, 2012 before me, DONNA J. GORDON
(Here insert name and title of the officer)

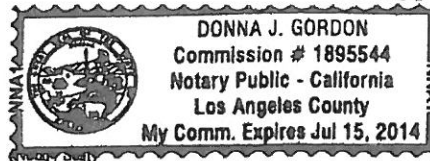
personally appeared Donna L. Kelley, Attorney-in-Fact

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.

Donna J. Gordon
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
<u>Suffolk Construction Company, Inc.</u> <small>(Title or description of attached document)</small>
<u>Release of Stop Notice Bond - Windrow Earth</u> <small>(Title or description of attached document continued)</small>
Number of Pages <u>4</u> Document Date <u>1/4/2012</u>
Bond Nos. : <u>9061099</u> <small>(Additional information)</small>

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CAPACITY CLAIMED BY THE SIGNER
<input type="checkbox"/> Individual (s)
<input type="checkbox"/> Corporate Officer <small>(Title)</small>
<input type="checkbox"/> Partner(s)
<input checked="" type="checkbox"/> Attorney-in-Fact
<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Other _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

FOR PRINCIPAL

State of California

County of Orange

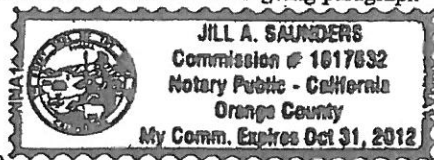
On January 4, 2012 before me, Jill A. Saunders
(Here insert name and title of the officer)

personally appeared Jessica L. Jones

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
Jill A. Saunders
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

DESCRIPTION OF THE ATTACHED DOCUMENT <u>Suffolk Construction Company, Inc.</u> <small>(Title or description of attached document)</small> <u>Release of Stop Notice Bond - Windrow Earth</u> <small>(Title or description of attached document continued)</small> Number of Pages <u>4</u> Document Date <u>1/4/2012</u> Bond Nos.: <u>9061099</u> <small>(Additional information)</small>
--

CAPACITY CLAIMED BY THE SIGNER <input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ <small>(Title)</small> <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____
--

FACILITIES DEPARTMENT

2012 JAN -6 P 12:26

STOP NOTICE - PUBLIC WORKS PROJECTS

(California Civil Code Sections 3103, 3181-3187)

TO THE PUBLIC AGENCY:

Colton Joint Unified School Distric

1212 Valencia Dr
Colton Ca 92324

TO THE LENDER/SURETY/BONDING COMPANY:

None Reported

*TO THE ORIGINAL CONTRACTOR OR
REPUTED ORIGINAL CONTRACTOR:*

Suffolk Const., Co

38 Discovery, Ste-200
Irvine, Ca 92618

TO THE CUSTOMER OR BUYER:

FM & Sons Construction
2098 S. Grand Ave. Suite I
SANTA ANA, 92705

PLEASE TAKE NOTICE THAT WINDROW EARTH TRANSPORT has a claim in connection with the public work known as 31754 Valley & Lilac Colton Joint USD Middle School #5 project, located at W Valley Blvd & S Cactus, RIALTO, CA 92316, in the County of SAN BERNARDINO.

The specific contract information is for Owner/Public Entity Contract #Proj #211002, Our Job/Invoice #31754.

The claimant furnished the following kind of labor, services, equipment, materials or service charges: TRANSPORTATION OF FILL MATERIALS.

The name of the party to whom the material was furnished or supplied, or for whom the labor was done or performed, is FM & Sons Construction, 2098 S. Grand Ave. Suite I, SANTA ANA, CA 92705.

The total value of labor, services, equipment and materials furnished by claimant or agreed to be performed was \$57,000.00. That the value of labor, service, equipment, materials and service charges so performed or furnished as of the date of this notice is \$63,657.00. That such claim has not been paid in full except that there has been paid against the balance due the sum of \$0.00. The unpaid balance is now \$63,657.00, including service charges or interest at the rate of 10.000% per annum.

To the unpaid balance due of \$63,657.00, please add anticipated service charges, interest, court costs and attorney fees of \$1,250.00.

WHEREFORE, the claimant prays that the public entity, upon receipt of this stop notice, withhold from the original contractor, or from any person acting under his

authority, money due or to become due to such contractor in an amount sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder.

Dated 12/20/2011 for claimant WINDROW EARTH TRANSPORT, 14032 SANTA ANA AVE.,
Fontana, CA 92337

Prepared by: Kimberly Cieluch
Kimberly Cieluch, AR Supervisor

VERIFICATION

I declare that I am authorized to file this Stop Notice on behalf of the claimant. I have read the foregoing document and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed at Fontana, California on 12/20/2011 for WINDROW EARTH TRANSPORT.

Prepared by: Kimberly Cieluch
Kimberly Cieluch, AR Supervisor

AFFIDAVIT OF SERVICE BY MAIL

I declare that I served a copy of the above document, and any related documents, by (as required by law) first-class, certified or registered mail, postage prepaid, or other certified delivery, addressed to the above named parties, at the addresses listed above, on 12/20/2011. I declare under penalty of perjury that the foregoing is true and correct. Executed at Fontana, California on 12/20/2011.

By: Kimberly Cieluch
Kimberly Cieluch, AR Supervisor

Bond for Release of Stop Notice

Bond Number: 9072971

KNOW ALL MEN BY THESE PRESENTS, that we Suffolk Construction Company, Inc. of 38 Discovery, Ste 200, Irvine, CA as Principal, and Colonial American Casualty and Surety Company a corporation organized and existing under the laws of the State of Maryland, duly authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto F M & Sons, Inc., 2098 S. Grand Avenue, Suite 1, Santa ana, CA 92705 as Obligee in the sum of Two Hundred Sixty-Nine Thousand Thirty-Two and 50/100 (\$269,032.50) DOLLARS, lawful money of the United States of America which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns jointly and firmly by these presents.

WHEREAS, the Principal was awarded and entered into a written contract with the said Obligee for Earthwork for colton Joint Unified School District New Middle School #5, Project Number: 208082

WHEREAS, F M & Sons, Inc., has filed with Colton Joint Unified School District, 1212 Valencia Dr., Colton, CA 92324 a verified claim and withhold notice for the total sum of Two Hundred Fifteen Thousand Two Hundred Twenty-Six and 00/100 (\$215,226.00) DOLLARS, and

WHEREAS, the said Principal disputes the correctness and validity of the claim of said F M & Sons, Inc., and has requested that the Obligee permit said Principal to deliver to said Obligee a bond executed by a corporation authorized to issue a surety bond in the State of California in a penal sum equal to one and one-fourth times the amount of said bond to said Obligee that the monies withheld on account of said claim may be released to said Principal, and said Obligee has consented to permit said Principal to file said bond and thereupon release the money so withheld on account of said claim.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the said Principal shall fully protect and defend the Obligee named herein against any loss by reason of or arising out of the acceptance of this bond or the release of said monies or the payment thereof to said Principal, and shall pay any sum which the said claimant may recover on such claim together with the cost of suit in said action not exceeding the penal sum of the bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the signature of the said Principal is hereto affixed and the corporate seal and name of said surety is hereto affixed by its duly authorized Attorney-In-Fact this 24th day of January 2012.

Suffolk Construction Company, Inc.

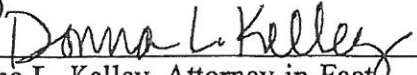
(Principal)

BY: 

Jessica L. Jones, General Counsel West Coast Region

Colonial American Casualty and Surety Company

(Surety)

BY: 

Donna L. Kelley, Attorney-in-Fact

**Power of Attorney
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Andrew K. PLATT, Paul K. WICKERSHAM and Donna L. KELLEY, all of Los Angeles, California, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, in all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Andrew K. PLATT, Paul K. WICKERSHAM, Donna L. KELLEY, dated June 21, 2011.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 30th day of August, A.D. 2011.

ATTEST:

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Eric D. Barnes

Eric D. Barnes

By:

Frank E. Martin Jr.

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 30th day of August, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

FOR Principal

State of California

County of Orange

On 1-25-2012 before me, Chantel Hutchison, Notary Public
(Here insert name and title of the officer)

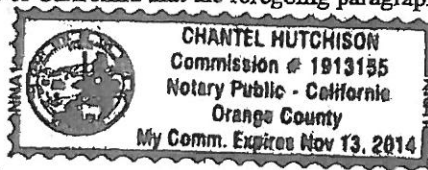
personally appeared JESSICA JONES

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.

Chantel Hutchison
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Suffolk Construction Company, Inc.
(Title or description of attached document)

F M & Sons, Inc.
(Title or description of attached document continued)

Number of Pages 4 Document Date 1/24/2012

Bond No. 9072971
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

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- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

FOR Surety

State of California

County of Los Angeles

On 1-24-12 before me, Donna J. Gordon
(Here insert name and title of the officer)

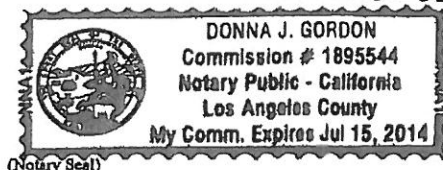
personally appeared Donna L. Kelley

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.

Donna J. Gordon
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Suffolk Construction Company, Inc.
(Title or description of attached document)

F M & Sons, Inc.
(Title or description of attached document continued)

Number of Pages 4 Document Date 1/24/2012

Bond No. 9072971
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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- Securely attach this document to the signed document.

FACILITIES DEPARTMENT
2011 JUL 14 A 9:51

STOP NOTICE

LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS
(Public or Private Work)
(Per California Civil Code Section 3103)

To: Colton Joint USD
(Name of owner, public body or construction bond holder)
1212 Valencia Dr.
(Address, if directed to a bank or savings and loan assn., Use address of branch holding fund)
Colton, CA 92324
(City, state and zip)

Project: Colton M.S. #5
(Name)
Valley & Cactus St
(Address)
Rialto, CA 92316
(City, state and zip)

TAKE NOTICE THAT

F M & Sons Tnc.
(Name of the person or firm claiming the stop notice. Licensed contractors must use the name under which contractor's license is issued)

whose address is 2098 S. Grand Ave Suit I, Santa Ana, CA 92705
(Address of person or firm claiming stop notice)

has performed labor and furnished materials for a work of improvement described above as Project.

The labor and materials furnished by claimant are of the following general kind: Earthwork

(Kind of labor, services, equipment, or materials furnished or agreed to be furnished by claimant)

The labor and materials were furnished to the following party: Suffolk Construction

(Name of the party who ordered the work or materials)

Total value of the whole amount of labor and materials agreed to be furnished is \$ 362,000.⁰⁰
The value of the labor and materials furnished to date is: \$ 441,316.⁰⁶
Claimant has been paid the sum of: \$ 226,090.⁰⁰
There is due, owing and unpaid the sum of: \$ 215,226.⁰⁰

You are required to set aside sufficient funds to satisfy this claim with interest, court costs and reasonable costs of litigation, as provided by law. You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands.

Dated 7/12/11

NAME: F M & Sons Inc.
(Name of stop notice claimant)

By: [Signature]
(Owner or agent of stop notice claimant must sign here and verify below)

Authorized Capacity: _____

VERIFICATION	
I, the undersigned, state: I am the <u>Vice President</u> the claimant named in the	
<small>(President of, "A partner of", "Owner of", "Agent of", etc.)</small>	
foregoing Stop Notice; I have read said Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Executed on <u>7/12/11</u>	20 <u>11</u> at <u>Santa Ana</u> , California:
<small>(Date this document was signed)</small>	<small>(Name of city where stop notice signed)</small>
By: <u>[Signature]</u>	
<small>(Personal signature of the individual who is swearing that the contents of the stop notice are true)</small>	

RELEASE OF STOP NOTICE BOND
(Public Works)

BOND NO: 14-SUR-142654
\$ 198.00 premium is for
a term of 1 year(s)

KNOW ALL MEN BY THESE PRESENTS:

That we, Suffolk Construction Company, Inc., as Principal,
and Danielson National Insurance Company, a corporation organized and doing business
under and by virtue of the laws of the State of California and duly licensed to conduct
a general surety business in the State of California as Surety, are held and firmly bound unto

Colton Joint Unified School District, 1212 Valencia Drive, Colton, Ca 92324

as Obligee, in the sum of Nine-Thousand Nine-Hundred Ten & 09/100

(\$ 9,910.09) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs,
executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal has been
furnished labor and/or materials by Antonio Esquivel

against which there is still unpaid the sum of Seven-Thousand Nine-Hundred Twenty-Eight & 07/100
as alleged in the Stop Notice

(\$ 7,928.07) Dollars, in connection with construction of Colton Joint Unified School District
Middle School #5, 1640 South Lilac Ave., Bloomington, CA 92316

WHEREAS, [REDACTED], claimant, has filed a verified claim
and Stop Notice covering labor and/or materials, and has requested said Obligee to withhold funds and whereas said
Principal desires to have funds released, said Principal is required to file an undertaking in the sum of
Nine-Thousand Nine-Hundred Ten & 09/100

(\$ 9,910.09) Dollars, being one and one quarter (1 1/4) times the amount of the said claim as required
under Section 3196, of the Civil Code of the State of California.

NOW, THEREFORE, the condition of this obligation is such, that if the Claimant in this matter shall receive
judgement in any action brought on said claim, the Principal shall pay said judgement and costs to Claimant, in
an amount not exceeding the sum specified in this undertaking, then this obligation shall be null and void, otherwise
to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the
name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at

Calabasas, California, this 12th day of January, 2012
YEAR

Suffolk Construction Co., Inc.
OnBase Construction, Inc.

Danielson National Insurance Company

Principal

Surety

BY: [Signature]
Tom Pottle Attorney-in-Fact

DANIELSON NATIONAL INSURANCE COMPANY

444 West Ocean Boulevard, 18th Floor, Long Beach, California 90802

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Danielson National Insurance Company ("Company") of the State of California, a California Corporation does hereby appoint,

Tom Pottle

As true and lawful Attorney (s)-in-fact, each in their separate capacity, if more than one is named above, with full with full authority to execute on its behalf all bonds issued in the course of its business and to bind the Company thereby, in an Amount not to exceed 100,000.00 Dollars *** This Power of Attorney shall expire without further action on December 31, 2013.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of DANIELSON NATIONAL INSURANCE COMPANY at a meeting duly called and held on the 28th day of November, 2006.

"RESOLVED, that the President or any Executive Vice President, in conjunction with the Secretary or Assistant Secretary, shall have the power and authority

To appoint Attorney(s)-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company, heretofore bonds and undertakings, contracts of indemnity and other writings obligatory in the name thereof and

2 To remove, at any time, any such Attorney-in-Fact and revoke the authority given.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or 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."

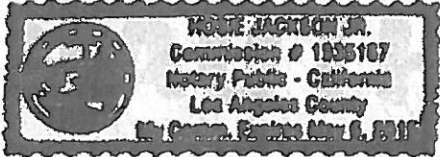
IN WITNESS WHEREOF, Danielson National Insurance Company has caused its seal to be affixed hereto and executed by its President on the 12th day of January, 2012.

DANIELSON NATIONAL INSURANCE COMPANY

By: Thomas A. Pottle
Thomas A. Pottle, President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 12th day of January, 2012, by Thomas A. Pottle, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Wade Jackson Jr.
Signature

I, DONALD G. HEIN, Corporate Secretary of Danielson National Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereto set my hand this 12th day of January, 2012.

Bond No. 14-SUR-142654

Donald G. Hein
Donald G. Hein, Corporate Secretary

Stop Notice

CALIFORNIA CIVIL CODE SECTION 3103

FACILITIES DEPARTMENT

NOTICE TO COLTON JOINT UNIFIED SCHOOL DISTRICT

(Name of Construction Lender, Public Body or Owner)

1212 VALENCIA DRIVE, COLTON, CA 92324

(Address)

2011 DEC 8 P 3:37

(If Private Job — file with responsible officer or person at office or branch of construction lender administering the construction funds or with the owner — CIVIL CODE SECTIONS 3156 - 3175)

(If Public Job — file with office of controller, auditor, or other public disbursing officer whose duty it is to make payments under provisions of the contract — CIVIL CODE SECTIONS 3179 - 3214)

Prime Contractor: SUFFOLK - ROEL

Sub Contractor (If Any) NATIONAL DRYWALL CORPORATION

Owner or Public Body: COLTON JOINT UNIFIED SCHOOL DISTRICT

Improvement known as COLTON MIDDLE SCHOOL #5

1640 S LILAC AVENUE

(Name and address of project or work of improvement)

in the City of BLOOMINGTON, County of SAN BERNARDINO

State of California

[Redacted], Claimant, a individual

(Corporation, Partnership, Sole Proprietorship)

furnished certain labor, service, equipment or materials used in the above described work of improvement.

The name of the person or company by whom claimant was employed or to whom claimant furnished labor, service, equipment, or materials is NATIONAL DRYWALL CORPORATION

(Name of Subcontractor/Contractor-Owner-Builder)

The kind of labor, service, equipment, or materials furnished or agreed to be furnished by claimant was CARPENTRY, DRYWALL SCOPES OF WORK

(Describe in detail)

Total value of labor, service, equipment, or materials agreed to be furnished..... \$ 14,359.⁰⁷

Total value of labor, service, equipment, or materials actually furnished is..... \$ 14,359.⁰⁷

Credit for materials returned, if any..... \$ 0

Amount paid on account, if any..... \$ 6,431.⁰⁰

Amount due after deducting all just credits and offsets..... \$ 7,928.⁰⁷

YOU ARE HEREBY NOTIFIED to withhold sufficient monies held by you on the above described project to satisfy claimant's demand in the amount of \$ 7,928.⁰⁷ and in addition thereto sums sufficient to cover interest, court costs and reasonable costs of litigation, as provided by law.

A bond (CIVIL CODE SECTION 3083) NOT attached. (Bond required with Stop

(is/is not)

Notice served on constructions lender on private jobs — bond not required on public jobs or on Stop Notice served on owner on private jobs).

Date 12-06-11

Name of Claimant

By [Redacted]

SELF

(Official Capacity)

VERIFICATION

I, the undersigned, state: I am the individual

(Agent of, President of, A Partner of, Owner of, etc.)

the claimant named in the foregoing Stop Notice; I have read said claim of Stop Notice and know the contents thereof, and I certify that the same is true of my own knowledge.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 12-06, 2011, at ONTARIO

State of CALIFORNIA

(Signature of Claimant or Authorized Agent)

REQUEST FOR NOTICE OF ELECTION (Private Works Only)

If an election is made not to withhold funds pursuant to this stop notice by reason of a payment bond having been recorded in accordance with Sections 3235 or 3162, please send notice of such election and a copy of the bond within 30 days of such election in the enclosed preaddressed stamped envelope to the address of the claimant shown above. This information must be provided by you under Civil Code Sections 3159, 3161 or 3162.

Signed: _____

(Claimant must enclose self addressed stamped envelope)

RELEASE OF STOP NOTICE BOND
(Public Works)

BOND NO: 14-SUR-142659
\$ 275.00 premium is for
a term of 1 year(s)

KNOW ALL MEN BY THESE PRESENTS:

That we, Suffolk Construction Company, Inc., as Principal,
and Danielson National Insurance Company, a corporation organized and doing business
under and by virtue of the laws of the State of California and duly licensed to conduct
a general surety business in the State of California as Surety, are held and firmly bound unto

Colton Joint Unified School District, 1212 Valencia Drive, Colton, Ca 92324

as Obligee, in the sum of Thirteen-Thousand Seven-Hundred Thirty-One & 24/100

(\$ 13,731.24) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs,
executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal has been
furnished labor and/or materials by Hilario Vizcarra

against which there is still unpaid the sum of Ten-Thousand-Nine-Hundred Eighty-Four & 99/100
as alleged in the Stop Notice

(\$ 10,984.99) Dollars, in connection with construction of Colton Joint Unified School District
Middle School #5, 1640 South Lilac Ave., Bloomington, CA 92316

WHEREAS, [REDACTED], claimant, has filed a verified claim
and Stop Notice covering labor and/or materials, and has requested said Obligee to withhold funds and whereas said
Principal desires to have funds released, said Principal is required to file an undertaking in the sum of Thirteen-Thousand Seven-Hundred Thirty-One & 24/100

(\$ 13,731.24) Dollars, being one and one quarter (1 1/4) times the amount of the said claim as required
under Section 3196, of the Civil Code of the State of California.

NOW, THEREFORE, the condition of this obligation is such, that if the Claimant in this matter shall receive
judgement in any action brought on said claim, the Principal shall pay said judgement and costs to Claimant, in
an amount not exceeding the sum specified in this undertaking, then this obligation shall be null and void, otherwise
to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the
name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at

Calabasas, California, this 12th day of January, 2012
YEAR


Suffolk Construction Co., Inc.
~~OnBase Construction, Inc.~~

Danielson National Insurance Company

Principal

Surety

BY: Tom Pottle
Tom Pottle Attorney-in-Fact


Jessica L. Jones
General Counsel
West Coast Region

DANIELSON NATIONAL INSURANCE COMPANY

444 West Ocean Boulevard, 18th Floor, Long Beach, California 90802

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Danielson National Insurance Company ("Company") of the State of California, a California Corporation does hereby appoint,

Tom Pottle

its true and lawful Attorney (S) in-Fact each in their separate capacity if more than one is named above with full and full authority to execute on its behalf all bonds issued in the course of its business and to bind the Company thereby, in an amount not to exceed 100,000.00 Dollars. This Power of Attorney shall expire without further action on December 31, 2013.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of DANIELSON NATIONAL INSURANCE COMPANY at a meeting duly called and held on the 28th day of November, 2006.

"RESOLVED, that the President or any Executive Vice President, in conjunction with the Secretary or Assistant Secretary, shall have the power and authority

1. In any and all 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 remove, at any time, any such Attorney-in-Fact and revoke the authority given.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or 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."

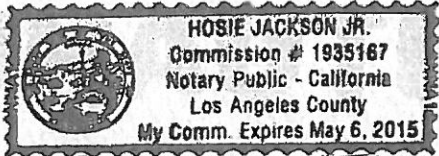
IN WITNESS WHEREOF, Danielson National Insurance Company has caused its seal to be affixed hereto and executed by its President on the 12th day of January, 2012.

DANIELSON NATIONAL INSURANCE COMPANY

By: Thomas A. Pottle
Thomas A. Pottle, President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 12th day of January, 2012, by Thomas A. Pottle, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Hosie Jackson Jr.
Signature

I, DONALD G. HEIN, Corporate Secretary of Danielson National Insurance Company, do hereby certify that this Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 12th day of January 2012.

Bond No. 14-SUR-142659

Donald G. Hein
Donald G. Hein, Corporate Secretary

Stop Notice

CALIFORNIA CIVIL CODE SECTION 3103

FACILITIES DEPARTMENT

NOTICE TO COLTON JOINT UNIFIED SCHOOL DISTRICT

(Name of Construction Lender, Public Body or Owner) 1212 VALENCIA DRIVE, COLTON, CA 92324

2011 DEC - 8 P 3:37

(If Private Job — file with responsible officer or person at office or branch of construction lender administering the construction funds or with the owner — CIVIL CODE SECTIONS 3156 - 3175)
(If Public Job — file with office of controller, auditor, or other public disbursing officer whose duty it is to make payments under provisions of the contract — CIVIL CODE SECTIONS 3179 - 3214)

Prime Contractor: SUFFOLK - ROEL

Sub Contractor (If Any) NATIONAL DRYWALL CORPORATION

Owner or Public Body: COLTON JOINT UNIFIED SCHOOL DISTRICT

Improvement known as COLTON MIDDLE SCHOOL #5

1640 S LILAC AVENUE

(Name and address of project or work of improvement)

in the City of BLOOMINGTON, County of SAN BERNARDINO,
State of California.

[Redacted] (Claimant)

Claimant, a individual

(Corporation, Partnership, Sole Proprietorship)

furnished certain labor, service, equipment or materials used in the above described work of improvement. The name of the person or company by whom claimant was employed or to whom claimant furnished labor, service, equipment, or materials is NATIONAL DRYWALL CORPORATION

(Name of Subcontractor/Contractor/Owner-Builder)

The kind of labor, service, equipment, or materials furnished or agreed to be furnished by claimant was CARPENTRY, DRYWALL SCOPES OF WORK

(Describe in detail)

Total value of labor, service, equipment, or materials agreed to be furnished..... \$ 20,397.49

Total value of labor, service, equipment, or materials actually furnished is..... \$ 20,397.49

Credit for materials returned, if any..... \$ 0

Amount paid on account, if any..... \$ 9412.50

Amount due after deducting all just credits and offsets..... \$ 10,984.99

YOU ARE HEREBY NOTIFIED to withhold sufficient monies held by you on the above described project to satisfy claimant's demand in the amount of \$ 10,984.99 and in addition thereto sums sufficient to cover interest, court costs and reasonable costs of litigation, as provided by law.

A bond (CIVIL CODE SECTION 3083) NOT attached. (Bond required with Stop

(is/is not)

Notice served on construction lender on private jobs — bond not required on public jobs or on Stop Notice served on owner on private jobs).

Date 12/06/2011 Name of Claimant

[Redacted]

[Redacted]

By [Redacted]

SELF

(Official Capacity)

VERIFICATION

I, the undersigned, state: I am the INDIVIDUAL

(Agent of, President of, Partner of, Owner of, etc.)

the claimant named in the foregoing Stop Notice; I have read said claim of Stop Notice and know the contents thereof, and I certify that the same is true of my own knowledge.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on dec - 6 -, 2011, at ONTARIO

State of CALIFORNIA

[Redacted Signature]
(Signature of Claimant or Authorized Agent)

REQUEST FOR NOTICE OF ELECTION (Private Works Only)

If an election is made not to withhold funds pursuant to this stop notice by reason of a payment bond having been recorded in accordance with Sections 3235 or 3162, please send notice of such election and a copy of the bond within 30 days of such election in the enclosed preaddressed stamped envelope to the address of the claimant shown above. This information must be provided by you under Civil Code Sections 3159, 3161 or 3162.

Signed: _____
(Claimant must enclose self-addressed stamped envelope)

RELEASE OF STOP NOTICE BOND
(Public Works)

BOND NO: 14-SUR-142658
\$ 179.00 premium is for
a term of 1 year(s)

KNOW ALL MEN BY THESE PRESENTS:

That we, Suffolk Construction Company, Inc., as Principal,
and Danielson National Insurance Company, a corporation organized and doing business
under and by virtue of the laws of the State of California and duly licensed to conduct
a general surety business in the State of California as Surety, are held and firmly bound unto

Colton Joint Unified School District, 1212 Valencia Drive, Colton, Ca 92324

as Obligee, in the sum of Eight-Thousand Nine-Hundred Twenty-Nine & 81/100

(\$ 8,929.81) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs,
executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal has been
furnished labor and/or materials by Juan Yanez

against which there is still unpaid the sum of Seven-Thousand One-Hundred Forty-Three & 85/100
as alleged in the Stop Notice

(\$ 7,143.85) Dollars, in connection with construction of Colton Joint Unified School District
Middle School #5, 1640 South Lilac Ave., Bloomington, CA 92316

WHEREAS, Juan Yanez, claimant, has filed a verified claim
and Stop Notice covering labor and/or materials, and has requested said Obligee to withhold funds and whereas said
Principal desires to have funds released, said Principal is required to file an undertaking in the sum of Eight-Thousand Nine-Hundred Twenty-Nine & 81/100

(\$ 8,929.81) Dollars, being one and one quarter (1 1/4) times the amount of the said claim as required
under Section 8196, of the Civil Code of the State of California.

NOW, THEREFORE, the condition of this obligation is such, that if the Claimant in this matter shall receive
judgement in any action brought on said claim, the Principal shall pay said judgement and costs to Claimant, in
an amount not exceeding the sum specified in this undertaking, then this obligation shall be null and void, otherwise
to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the
name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at

Calabasas, California, this 12th day of January, 2012

Suffolk Construction Co., Inc.
~~OnBase Construction, Inc.~~

Danielson National Insurance Company

Principal

Surety

Jessica L. Jones
General Counsel
West Coast Region

BY:

Tom Pottle

Attorney-in-Fact

DANIELSON NATIONAL INSURANCE COMPANY

444 West Ocean Boulevard; 18th Floor, Long Beach, California 90802

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Danielson National Insurance Company ("Company") of the State of California, a California Corporation does hereby appoint,

Tom Pottle

its true and lawful Attorney(s)-in-fact, each in their separate capacity, if more than one is named above, with full and complete authority to execute on its behalf all bonds issued in the course of its business and to bind the Company, thereby, in an Amount not to exceed ***100,000.00 Dollars***

This Power of Attorney shall expire without further action on December 31, 2013.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of DANIELSON NATIONAL INSURANCE COMPANY at a meeting duly called and held on the 28th day of November, 2006.

"RESOLVED, that the President or any Executive Vice President, in conjunction with the Secretary or Assistant Secretary, shall have the 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 remove, at any time, any such Attorney-in-fact and revoke the authority given.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or 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 "

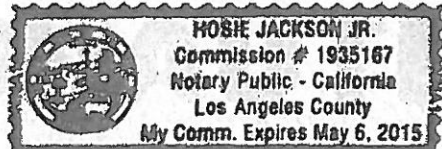
IN WITNESS WHEREOF, Danielson National Insurance Company has caused its seal to be affixed hereto and executed by its President on the 12th day of January, 2012.

DANIELSON NATIONAL INSURANCE COMPANY

By: *Thomas A. Pottle*
Thomas A. Pottle, President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 12th day of January, 2012, by Thomas A. Pottle, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Hosie Jackson Jr.
Signature

I, DONALD G. HEIN, Corporate Secretary of Danielson National Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of January, 2012.

Bond No. 14-SUR-142658

Donald G. Hein
Donald G. Hein, Corporate Secretary

Stop Notice

FACILITIES DEPARTMENT

CALIFORNIA CIVIL CODE SECTION 3103

NOTICE TO COLTON JOINT UNIFIED SCHOOL DISTRICT

2011 DEC -8 P 3:37

(Name of Construction Lender, Public Body or Owner)
1212 VALENCIA DRIVE, COLTON, CA 92324

(Address)

(If Private Job — file with responsible officer or person at office or branch of construction lender administering the construction funds or with the owner — CIVIL CODE SECTIONS 3156 - 3175)
(If Public Job — file with office of controller, auditor, or other public disbursing officer whose duty it is to make payments under provisions of the contract — CIVIL CODE SECTIONS 3179 - 3214)

Prime Contractor: SUFFOLK - ROEL

Sub Contractor (If Any) NATIONAL DRYWALL CORPORATION

Owner or Public Body: COLTON JOINT UNIFIED SCHOOL DISTRICT

Improvement known as COLTON MIDDLE SCHOOL #5

1640 S LILAC AVENUE *(Name and address of project or work of improvement)*

in the City of BLOOMINGTON, County of SAN BERNARDINO,
State of California.

[Redacted], Claimant, a individual
(Corporation/Partnership/Sole Proprietorship)

furnished certain labor, service, equipment or materials used in the above described work of improvement. The name of the person or company by whom claimant was employed or to whom claimant furnished labor, service, equipment, or materials is NATIONAL DRYWALL CORPORATION
(Name of Subcontractor/Contractor/Owner-Builders)

The kind of labor, service, equipment, or materials furnished or agreed to be furnished by claimant was CARPENTRY, DRYWALL SCOPES OF WORK

(Describe in detail)

Total value of labor, service, equipment, or materials agreed to be furnished..... \$ 13219.81

Total value of labor, service, equipment, or materials actually furnished is..... \$ 13219.81

Credit for materials returned, if any..... \$ 0

Amount paid on account, if any..... \$ 6075.96

Amount due after deducting all just credits and offsets..... \$ 7143.85

YOU ARE HEREBY NOTIFIED to withhold sufficient monies held by you on the above described project to satisfy claimant's demand in the amount of \$ 7143.85 and in addition thereto sums sufficient to cover interest, court costs and reasonable costs of litigation, as provided by law.

A bond (CIVIL CODE SECTION 3083) NOT *(is/is not)* attached. (Bond required with Stop

Notice served on construction lender on private jobs — bond not required on public jobs or on Stop Notice served on owner on private jobs).

Date 12-06-2011 Name of Claimant [Redacted]

By [Redacted]
SEIF *(Official Capacity)*

VERIFICATION

I, the undersigned, state: I am the individual
(Agent of, "President of", "A Partner of", "Owner of", etc.)
the claimant named in the foregoing Stop Notice; I have read said claim of Stop Notice and know the contents thereof, and I certify that the same is true of my own knowledge.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 12-06, 2011 at ONTARIO,
State of CALIFORNIA [Redacted]
(Signature of Authorized Agent)

REQUEST FOR NOTICE OF ELECTION (Private Works Only)

If an election is made not to withhold funds pursuant to this stop notice by reason of a payment bond having been recorded in accordance with Sections 3235 or 3162, please send notice of such election and a copy of the bond within 30 days of such election in the enclosed preaddressed stamped envelope to the address of the claimant shown above. This information must be provided by you under Civil Code Sections 3159, 3161 or 3162.

Signed: _____
(Claimant must enclose self addressed stamped envelope)