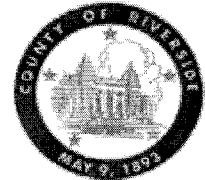


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

630A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 13, 2009

SUBJECT: Construction of Traffic Signal, Signing and Striping at intersection of Mission Trail and Canyon Drive, City of Wildomar.

RECOMMENDED MOTION: That the Board accept the low bid of Landmark Site Contractors of Perris, CA in the amount of \$211,180. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents. Amend the TIP by approval of the project's proposed budget as shown on Attachment A.

BACKGROUND: By Minute Order dated May 5, 2009 (agenda item 3.26) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal, signing and striping at intersection of Mission Trail and Canyon Drive, within the City of Wildomar. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, May 27, 2009. Thirteen responsive bids were received. The lowest and best bid was submitted by

Departmental Concurrence

Juan C. Perez
Director of Transportation

JCP:jjj

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 211,180	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010
SOURCE OF FUNDS: Safe Route to Schools (SR2S) (63%), West County DIF Signal Mitigation Fund (34%), EVMWD (3%)			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE

Policy Policy

Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref. 12/9/08, Item 2.3
5/5/09, Item 3.26 | District: 1 | Agenda Number:

3.93

The Honorable Board of Supervisors

RE: Construction of Traffic Signal, Signing and Striping at intersection of Mission Trail and Canyon Drive, City of Wildomar.

July 13, 2009

Page 2 of 2

Landmark Site Contractors in the amount of \$211,180. The bid is \$93,948 (31%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements.

The Contractor has executed the contract and has provided payment and performance bond documents which meet the requirements of the contract.

The contractor is qualified.

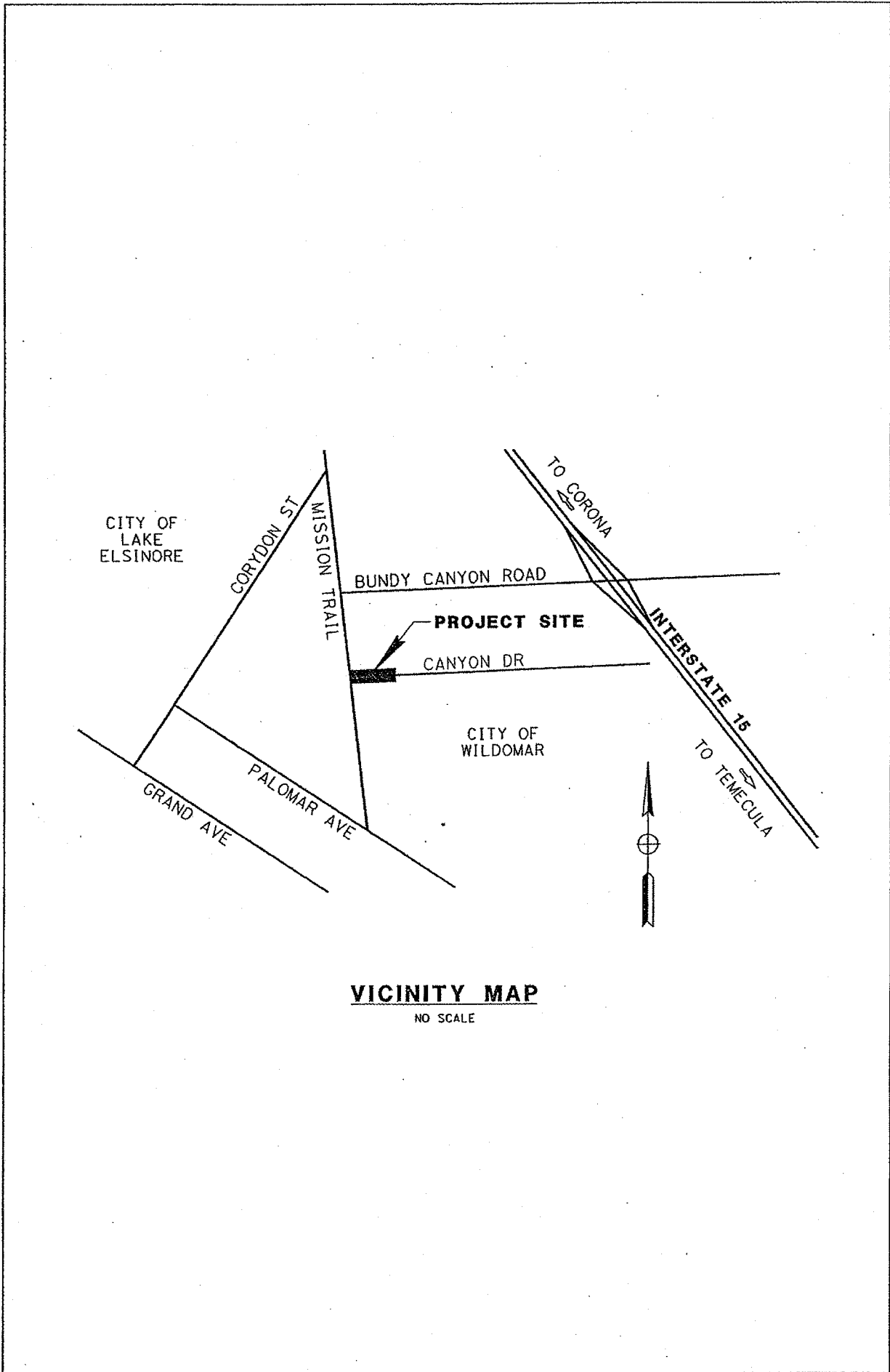
The Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, allows for the use of DIF funds for traffic signal facilities. The Safe Route to School funds are State grant funds for which the Department successfully competed.

The relocation of the fire hydrant, owned by Elsinore Valley Municipal Water District, was included in the bid package as an alternate bid schedule. The District has approved the award of the alternate bid schedule as bid by the apparent low bidder, and the costs for the work will be funded by the District.

The intersection meets the established warrants for the construction of a traffic signal, which will provide protected traffic movements and improve traffic and pedestrian safety.

Annual traffic signal operation and maintenance costs are estimated at \$5,500 for this location, to be funded by the City of Wildomar.

Project Number: B6-0461



VICINITY MAP

NO SCALE

Attachment "A"

Riverside County Transportation Department

Project: **MISSION TRAIL @ CANYON DRIVE**

Project No. (s): **B6-0461**

Project Costs and Budget

Activity	Incurring Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	44,110	890	45,000	4,000	45,000
Environmental	513	487	1,000	1,000	1,000
Design	142,921	79	143,000	33,000	143,000
Right-of-way	44,300	700	45,000	10,000	45,000
Utilities	12,431	569	13,000	5,000	13,000
Construction		211,180	211,180		
Construction Contingency 10%		21,118	21,118	280,000	259,000
Signal Pole Equipment		27,000	27,000		
Construction Engineering & Inspection 15.0%	627	31,050	31,677	25,000	32,000
Construction Survey 5.0%		10,559	10,559	10,000	11,000
Totals:	244,902	303,632	548,534	368,000	549,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
258	State Route to Schools (SR2S)	237,000	237,000
369	West County DIF Signal Mitigation Fund	280,000	306,000
396	Elsinore Valley Municipal Water District		6,000
Totals		517,000	549,000

Comments

Project design went through several changes due to difficulties in getting the necessary right-of-way to add a left-turn lane on Canyon Drive. Additional surveys are needed for ROW search, elevations on ex. storm drains, and verifying utility clearance.

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

- Approval/Renewal
- Sole Source
- Personal Services
- Independent Contractor
- Other than Low Bid
- Change Order

Public Works

Lease

- Approval/Renewal
- Multi-Year Lease
- Equipment
- Real Property
- Change Order

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFP's Only)

User Department:	Transportation Department
-------------------------	---------------------------

N/A

Vendor/Lessor Name:	Landmark Site Contractors
----------------------------	---------------------------

Minority Status:

M W DV None

Vendor/Lessor Location:	Perris, CA
--------------------------------	------------

Local Preference Applied: Yes No N/A

Local Preference Award Cost \$
(5% maximum preference)

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

- Date Mailed:
- Response Date:
- # of Responses:
- # of Qualified Responses:

Bidding Process:

- Bid Range: \$ 211,180.00 to \$ 287,510.00
- Local Bid Range: N/A
- Responsive and Responsible Bid Range: \$ 211,180.00 to \$ 287,510.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **Landmark Site Contractors** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Mission Trail at Canyon Drive, Traffic Signal, Project No. B6-0461**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. **None** (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
 - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
 - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

**MISSION TRAIL AT CANYON DRIVE
TRAFFIC SIGNAL
PROJECT NO. B6-0461**

AGREEMENT

BASE BID:

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	011503	1	EA	UNDER SIDEWALK DRAIN CAST IN PLACE (CRS 309)	1,000.00	1,000.00
2.	017304	165	LF	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	19.00	3,135.00
3.	017315	1	EA	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	2,500.00	2,500.00
4.	017316	2	EA	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	2,500.00	5,000.00
5.	013903	20	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	39.00	780.00
6.	066102	1	LS	DUST ABATEMENT	1,400.00	1,400.00
7.	074020	1	LS	WATER POLLUTION CONTROL	3,400.00	3,400.00
8.	120100	1	LS	TRAFFIC CONTROL SYSTEM	7,500.00	7,500.00
9.	150717	775	SQFT	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	1.00	775.00
10.	151281	6	EA	SALVAGE ROADSIDE SIGN	43.00	258.00
11.	160101	1	LS	CLEARING AND GRUBBING	3,900.00	3,900.00
12.	170101	1	LS	DEVELOP WATER SUPPLY	1,100.00	1,100.00
13.	190101	500	CY	ROADWAY EXCAVATION	21.00	10,500.00
14.	190185	200	LF	SHOULDER BACKING	7.00	1,400.00
15.	220101	1	LS	FINISHING ROADWAY	5,000.00	5,000.00
16.	260201	210	CY	CLASS 2 AGGREGATE BASE	37.00	7,770.00
17.	390130	270	TON	HOT MIX ASPHALT	90.00	24,300.00
18.	510516	20	LF	MINOR CONCRETE (RETAINING WALL)	200.00	4,000.00
19.	731521	70	SQFT	MINOR CONCRETE (SIDEWALK)	10.00	700.00
20.	566011	3	EA	ROADSIDE SIGN - ONE POST	340.00	1,020.00
21.	665017	38	LF	18" CORRUGATED STEEL PIPE (0.079" THICK)	53.00	2,014.00
22.	840519	525	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	3.00	1,575.00
23.	840656	5,700	LF	PAINT TRAFFIC STRIPE (2 COAT)	0.50	2,850.00
24.	850102	201	EA	PAVEMENT MARKER (REFLECTIVE)	3.00	603.00
25.	860201	1	LS	SIGNAL AND LIGHTING	112,700.00	112,700.00

PROJECT SUBTOTAL Two hundred five thousand one hundred eighty dollars and zero cents \$ 205,180.00
ITEMS 1-25 "WORDS"

**AGREEMENT
(CONTINUED)**

ALTERNATE A (EVMWD):

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
26.	000003	1	LS	RELOCATE FIRE HYDRANT (6") AND 8" WATER MAIN	6,000.00	6,000.00

PROJECT SUBTOTAL Six thousand dollars and zero cents \$ 6,000.00
 ITEM 26 "WORDS"

PROJECT TOTAL Two hundred eleven thousand one hundred eighty dollars and zero cents \$ 211,180.00
 ITEMS 1-26 "WORDS"

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

LANDMARK SITE CONTRACTORS

BY _____
Chairman, Board of Supervisors

BY WDRM

Dated _____

TITLE: William D. Rash III - Vice President
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST: J. Kirk Harns

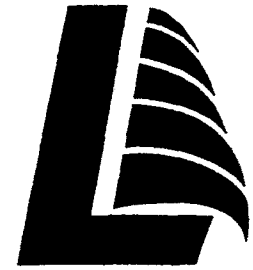
BY _____
Deputy

TITLE: J. Kirk Harns - Secretary

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE _____

BY _____
"County"
(Seal)

"Corporation"
(Seal)



LANDMARK


SITE CONTRACTORS
General Engineering Contractor
License # 729500 - A

Corporate Resolution

RESOLVED, that J. Kirk Hams, William D. Rash and William D. Rash III have the authority to sign contracts on behalf of the corporation.

October 19, 2006


AUTHORIZED SIGNATURES



William D. Rash - President



J. Kirk Hams - Secretary



William D. Rash III - Vice President

PERFORMANCE BOND

Recitals:

1. **Landmark Site Contractors** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Mission Trail at Canyon Drive, Traffic Signal, Project No. B6-0461.**
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **211,180.00 (Two hundred eleven thousand one hundred eighty dollars and zero cents)**, and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be acknowledged. (Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are Landmark Site Contractors, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 211,180.00 (Two hundred eleven thousand one hundred eighty dollars and zero cents), the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Mission Trail at Canyon Drive Traffic Signal, Project No. B6-0461

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____

Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

Executed In Duplicate

Bond No.: 6622160
Premium: \$2,914.00

PERFORMANCE BOND

Premium is for Contract Term and Subject to Adjustment Based on Final Contract Price.

Recitals:

1. Landmark Site Contractors (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as Mission Trail at Canyon Drive, Traffic Signal, Project No. B6-0461.
2. Safeco Insurance Company of America, a _____ Washington _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 211,180.00 (Two hundred eleven thousand one hundred eighty dollars and zero cents), and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____ June 19th, 2009 _____

By _____

By Maria Whitecage _____

By William D. Rash III _____

Type Name Maria Whitecage

Type Name William D. Rash III

Title Its Attorney in Fact

Title Vice President

Safeco Insurance Company of America

Landmark Site Contractors

"Surety"

"Contractor"

"Surety"

(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be acknowledged. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CA)

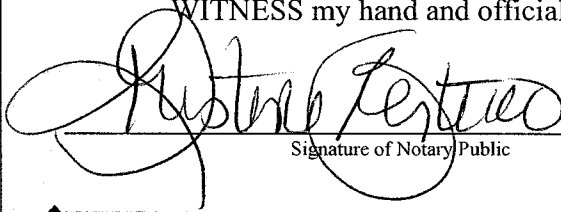
County of RIVERSIDE)

On June 25, 2009 before me, KRISTINE BERTUCO, Notary Public
(here insert name and title of the officer)

personally appeared WILLIAM D. RASH III

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is _____ subscribed to the within instrument and acknowledged to me that he _____ executed the same in his authorized capacity _____, and that by his signature _____ on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 6/19/09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

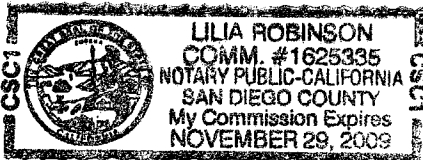
On JUN 19 2009 before me, Lilia Robinson, Notary Public

personally appeared Maria Whitecage

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 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 PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Handwritten 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)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

Title or Type of Document

Number of Pages

Date of Document

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

Signer(s) other than named above



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 4273

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

JAMES BALDASSARE, JR.; LAWRENCE F. MCMAHON; AUDREY RODRIGUEZ; SARAH STUPIN; MARIA WHITECAGE; San Diego, California

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

T. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this day of JUN 19 2009



Dexter R. Legg

Dexter R. Legg, Secretary

Executed In Duplicate

Bond No.: 6622160

Premium Included in Premium
Charged for Performance Bond.

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **Landmark Site Contractors**, as Principal and Original Contractor and Safeco Insurance Company of America, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for **\$ 211,180.00 (Two hundred eleven thousand one hundred eighty dollars and zero cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Mission Trail at Canyon Drive Traffic Signal, Project No. B6-0461**

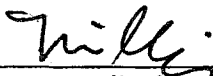
The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: June 19th, 2009

Landmark Site Contractors
Original Contractor - Principal

Safeco Insurance Company of America
Surety

By 

By 
Its Attorney In Fact
Maria Whitecage, Attorney-In-Fact

Title William D. Rash III - Vice President

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

(See Attached California All-Purpose Acknowledgment)

STATE OF CALIFORNIA } ss. SURETY'S ACKNOWLEDGEMENT
COUNTY OF _____

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CA)

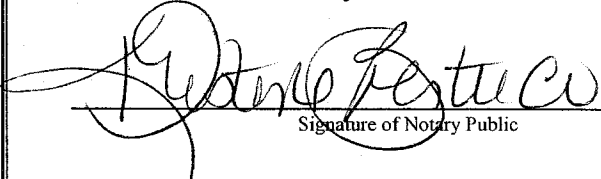
County of RIVERSIDE)

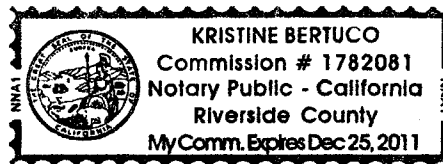
On June 25, 2009 before me, KRISTINE BERTUCO, Notary Public
(here insert name and title of the officer)

personally appeared WILLIAM D. RASH III

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is _____ subscribed to the within instrument and acknowledged to me that he _____ executed the same in his authorized capacity _____, and that by his signature _____ on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

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

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Payment Bond</u>	
(Title or description of attached document)	

(Title or description of attached document continued)	
Number of Pages <u>1</u>	Document Date <u>6/19/09</u>

(Additional information)	

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

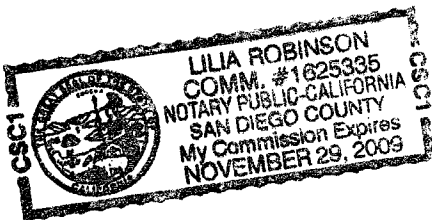
On JUN 19 2009 before me, Lilia Robinson, Notary Public

personally appeared Maria Whitecage

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 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 PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Handwritten 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)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

Title or Type of Document

Number of Pages

Date of Document

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

Signer(s) other than named above



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 4273

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

JAMES BALDASSARE, JR.; LAWRENCE F. MCMAHON; AUDREY RODRIGUEZ; SARAH STUPIN; MARIA WHITECAGE; San Diego, California

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg (signature)

T. A. Mikolajewski (signature)

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation.

this JUN 19 2009 day of



Dexter R. Legg (signature)

Dexter R. Legg, Secretary

Company Profile

SAFECO INSURANCE COMPANY OF AMERICA

175 BERKELEY STREET

BOSTON, MA 02116

617635769500

Former Names for Company

Old Name: SELECTIVE AUTO & F INS CO AMER

Effective Date: 11-02-1953

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24740
NAIC Group #:	0111
California Company ID #:	1442-3
Date authorized in California:	October 07, 1953
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WASHINGTON

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

