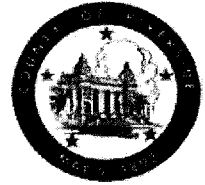


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

573



SUBMITTAL DATE:
March 4, 2010

FROM: Economic Development Agency

SUBJECT: Lake Mathews Fire Station

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached agreement between the County of Riverside and Moorefield Construction, Inc. of Santa Ana, California, in the amount of \$2,997,300 and authorize the Chairman to execute the agreement on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;
3. Approve the total project budget of \$5,556,860;
4. Authorize the payment of reimbursables to Western Municipal Water District per Ground Sublease approved on M.O. 3.43, June 2, 2009 (See attachment "A"); and

(Continued)

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER

Robert Field

BY: *Susana Garcia* 4/8/10
SUSANA GARCIA-BOCANEGRA

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 2,592,180	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 1,139,500	For Fiscal Year:	09/10

SOURCE OF FUNDS: Tobacco Securitization funds (86%), Fire Mitigation Funds (7%), TLMA (4%), Western Municipal Water District (3%)

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 DATE 4/6/10
 BY: *SP VICKERZ*
 MARSHAL VICTOR
 Reviewed by *Christopher Hans*
 CIP TEAM
 Christopher Hans
 Departmental Concurrence
 John R. Hawkins, Fire Chief
 Riverside County Fire Department
 Policy Policy
 Consent Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.54 of 6/23/09; 3.43 of 6/2/09; 3.14 of 4/14/09; 3.40 of 9/30/08; 3.63 of 7/29/08

District:

Agenda Number:

3.77

RECOMMENDED MOTION: (Continued)

5. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable policies.

BACKGROUND:

On July 29, 2008 (Item 3.63) the Board of Supervisors approved an architectural services agreement between the County of Riverside and Ruhnau Ruhnau Clarke of Riverside, California in the amount of \$367,500, plus a reimbursable allowance of \$5,000. This agreement was to provide design, bid support and construction administration services for the Lake Mathews Fire Station. Fire Mitigation Funds were designated as the funding source.

On June 2, 2009 (Item 3.43) the Board of Supervisors approved a Ground Sublease between sublessor, Western Municipal Water District and sublessee, the County of Riverside. The Sublease is for approximately 1.82 acres of land. This land will be used to build a communications tower for the Public Safety Enterprise Communications (PSEC) project, the new Lake Mathews Fire Station and a training room. Per terms of the lease, the County of Riverside shall pay \$1,500 rent per year and contribute \$1,055,400 in land development costs. (See Attachment "A")

On June 23, 2009 (Item 3.54) the Board of Supervisors approved the plans and specifications for the Lake Mathews Fire Station and authorized the Clerk of the Board to advertise for bids. On July 29, 2009, sixteen contractors attended a mandatory job walk. On June 25, 2009, the bids were opened and Moorefield Construction, Inc. was determined to be the lowest responsive and responsible bidder. The agreement has been approved by County Counsel as to legal form.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Design	\$560,520
On-Site Construction	\$3,020,300
Off-Site Construction and Rough Grade	
Per lease agreement (See Attachment "A")	\$1,055,400
Project Management	\$197,500
Environmental Time and Labor	\$80,000
Misc. Permits and Fees	\$24,000
Printing and Advertising	\$3,500
Inspection	\$172,000
Specialty Inspection & Testing	\$68,281
Project Contingency	\$375,360
TOTAL	\$5,556,860

FINANCIAL IMPACT:

A portion of the design services costs totaling \$372,500 in Fire Mitigation Funds were allocated by the Board of Supervisors on July 29, 2008 (Item 3.63) for FY 08/09. Project related expenditures for FY 09/10 are estimated at \$2,592,180; expenditures for FY 10/11 are estimated at \$2,592,180.

All FY 09/10 and FY 10/11 costs will be funded using Tobacco Securitization funds; however, the following reimbursements will be made to the Tobacco Securitization fund. TLMA will reimburse in the amount of \$203,500 for a portion of the off-site construction costs. Western Municipal Water District (WMWD) will reimburse approximately \$193,780 for the proportional cost of design work and all inspection work performed by the County on WMWD's new maintenance building.

AGREEMENT FORM

THIS AGREEMENT, entered into this 10th day of September, 2009, by and between Moorefield Construction, Inc., hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Lake Mathews Fire Station FM08270003847**. In strict accordance with the Plans and Specifications dated May 4, 2009 prepared by Ruhnau Ruhnau Clarke & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within **three hundred and sixty-five (365) calendar days** from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of Two Million Nine Hundred Ninety-seven dollars (\$ 2,997,300) being the total of the base bid plus the following addenda: 1, 2, _____. The sum is to be paid according to the schedule as provided in the General Conditions. Thousand Three Hundred

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: Corporation

If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: Moorefield Construction, Inc.

Address: 600 N. Tustin Ave., #210, Santa Ana, CA 92705

Contractor's License No.: 397892

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____

Title: _____

Affix Seal

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

If

Name of President of Corporation: Mike Moorefield

Corporation

Name of Secretary of Corporation: Ann Moorefield

Corporation is organized under the laws of State of California

Signature: _____

Title: President

Owner: COUNTY OF RIVERSIDE

Signature: _____

Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors

By: _____

Title: _____

**Lake Mathews Fire Station
FM08270003847**

FORM APPROVED COUNTY OF **Agreement**

BY: Marshall Victor 4/6/10
MARSHAL VICTOR DATE

ACKNOWLEDGMENT

State of California
County of Orange)

On September 10, 2009 before me, Mary Thomas, Notary Public
(insert name and title of the officer)

personally appeared Mike Moorefield
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/it~~ executed the same in
his/~~her/its~~ authorized capacity(~~s~~) and that by his/~~her/its~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Mary Thomas (Seal)



PERFORMANCE BOND

The makers of this Bond, Moorefield Construction, Inc., as Principal, and Safeco Insurance Company of America as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of Two Million Nine Hundred Ninety Seven Thousand * Dollars (\$ 2,997,300.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. *Three Hundred

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated 9/10/09, 2009 for Lake Mathews Fire Station, FM08270003847
Site Improvements and Construction

Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

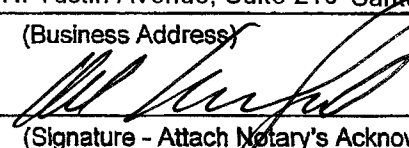
Signed and Sealed this 11th Day of September, 2009.

Moorefield Construction, Inc.

(Firm Name - Principal)
600 N. Tustin Avenue, Suite 210 Santa Ana, CA 92705

(Business Address)

By:


(Signature - Attach Notary's Acknowledgment)
Mike Moorefield
President

(Title)

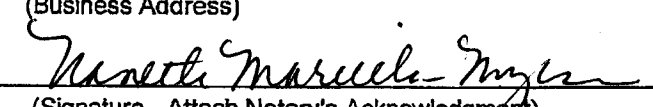
Affix Seal
if
Corporation

Safeco Insurance Company of America

(Corporation Name - Surety)
120 Vantis, Suite 130
Aliso Viejo, Ca 92656

(Business Address)

By:


(Signature - Attach Notary's Acknowledgment)
Nanette Mariella-Myers, Attorney-in-Fact

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Affix
Corporate
Seal

ACKNOWLEDGMENT

State of California
County of Orange)

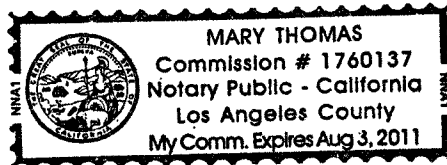
On September 15, 2009 before me, Mary Thomas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Mary Thomas (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

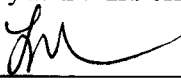
On SEP 11 2009 before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Nanette Mariella-Myers

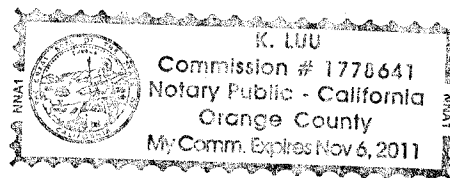
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.


Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(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



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. 9675

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

RHONDA C. ABEL; JERI APODACA; LISA K. CRAIL; LINDA ENRIGHT; JANE KEPNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; RACHELLE RHEAULT; JAMES A. SCHALLER; Irvine, 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

TAMIKOLAJEWSKI

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... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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 SEP 11 2009 day of



Dexter R. Legg

Dexter R. Legg, Secretary

Bond No. 6613944

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are Moorefield Construction, Inc. 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 9/10/09 2009 between Principal and County of Riverside, a public entity, as owner, for Two Million Nine Hundred Ninety Seven * dollars (\$ 2,997,300.00) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: Lake Mathews Fire Station FM08270003847

*Thousand Three Hundred

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 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.

Signed and Sealed this 11th Day of September 2009.

Moorefield Construction, Inc.

(Firm Name - Principal)

600 N. Tustin Avenue, Suite 210
Santa Ana, CA 92705

(Business Address)

By:


(Signature - Attach Notary's Acknowledgment)

Mike Moorefield
President

(Title)

Affix Seal
if
Corporation

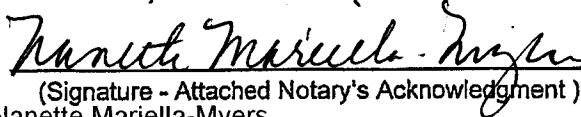
Safeco Insurance Company of America

(Corporation Name - Surety)

120 Vantis, Suite 130
Aliso Viejo, CA 92656

(Business Address)

By:


(Signature - Attached Notary's Acknowledgment)
Nanette Mariella-Myers

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix
Corporate
Seal

ACKNOWLEDGMENT

State of California
County of Orange)

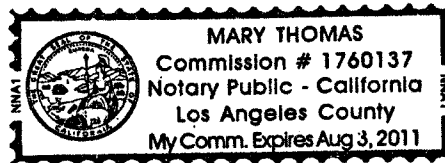
On September 15, 2009 before me, Mary Thomas, Notary Public
(insert name and title of the officer)

personally appeared Mike Moorefield
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is ~~is~~
subscribed to the within instrument and acknowledged to me that he ~~she~~ executed the same in
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WITNESS my hand and official seal.

Signature Mary Thomas (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

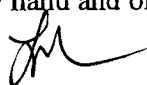
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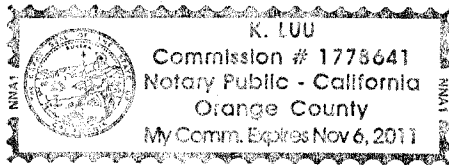
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

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 - ❖ 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



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. 9675

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

RHONDA C. ABEL; JERI APODACA; LISA K. CRAIL; LINDA ENRIGHT; JANE KEPNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; RACHELLE RHEAULT; JAMES A. SCHALLER; Irvine, 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 (handwritten signature)

T. Mikolajewski (handwritten 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... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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(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,

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

this SEP 11 2009 day of



Dexter R. Legg (handwritten signature)

Dexter R. Legg, Secretary

PRODUCER
Dodge Insurance Services Inc.
DBA: Arroyo Insurance Services
3510 Torrance Blvd., Suite 305
Torrance CA 90503

Barbara M. Bohl
Phone: 310-356-8201 Fax: 310-316-1825

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A The Continental Insurance Co.
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

Moorefield Construction, Inc.
County of Riverside
600 N. Tustin Ave., Suite 210
Santa Ana CA 92705

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP <input type="checkbox"/> <input type="checkbox"/>	\$ \$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Course of Constructi CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input checked="" type="checkbox"/> OTHER	4013777355	10/01/09	06/01/10	Structure Earthquake Flood Transit Temporary Structure At other location	\$ 3,000,000 \$ 2,500,000 \$ 1,000,000 \$ 100,000 \$ 100,000 \$ 100,000
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$
	<input type="checkbox"/> OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
Lake Mathews Fire Station Project # FM08270003847 located at 16453 Calalco Road, Riverside, CA 92503. (XXX)

SPECIAL CONDITIONS/OTHER COVERAGES
*10 Days notice if Cancelled for non-payment of premium. The named insured to include the County of Riverside, its Director's & Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or reps

CERTIFICATE HOLDER	CANCELLATION
County of Riverside, etal Dane Winkelman 3133 Mission Inn Ave. Riverside CA 92507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Barbara M. Bohl <i>Barbara Bohl</i>



CERTIFICATE OF LIABILITY INSURANCE

OP ID BB
MOORE-2

DATE (MM/DD/YYYY)

09/11/09

PRODUCER Dodge Insurance Services Inc. DBA: Arroyo Insurance Services 3510 Torrance Blvd., Suite 305 Torrance CA 90503 Phone: 310-356-8201 Fax: 310-316-1825	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Moorefield Construction, Inc. 600 N. Tustin Ave., Suite 210 Santa Ana CA 92705	INSURER A: James River Insurance Co.	12203
	INSURER B: Majestic Insurance Company	42269
	INSURER C: United Financial Casualty	11770
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	000153443	04/01/09	04/01/10	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG				\$ 300,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000	
C		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	057050262	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	C20070379103	03/31/09	03/31/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		OTHER				E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Lake Mathews Fire Station, Project No. FM08270003847. Certificate holder is expanded to read the County of Riverside, it's Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives. Continued on next page. *10 days notice if cancelled for non-payment of premium. (XXX)

CERTIFICATE HOLDER

County of Riverside, etal
Att: Dane Winkelman
3133 Mission Inn Avenue
Riverside CA 92507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~BY FIRST CLASS MAIL~~ **30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~THIS NOTICE SHALL~~ IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Barbara M. Bohl

NOTEPAD:

INSURED'S NAME Moorefield Construction , Inc.

MOORE-2

PAGE 3

OP ID BB

DATE 09/14/09

Re: Lake Mathews Fire Station, Project # FM08270003847.

Certificate holder is included as Additional Insured, on General Liability, per attached CG 20 10 07 04 and CG 20 37 07 04 (which includes primary & noncontributory wording) and a Waiver of Subrogation per attached AP5004US 12-03. The General Aggregate Per Project is limited to a \$10,000,000 limit per attached AP5012US 12-03. The General Liability policy bears a \$5,000 Bodily Injury and Property Damage per occurrence deductible; and a \$10,000 subsidence deductible.

Additional Insured and Waiver of Subrogation on Automobile policy will be forthcoming.

Waiver of Subrogation on Workers' Compensation is included and the formal endorsement will be forthcoming.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT</p> <p>PRIMARY & NON-CONTRIBUTORY WORDING WHEN REQUIRED BY WRITTEN CONTRACT.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT PRIMARY & NONCONTRIBUTORY WORDING WHEN REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CARFEULLY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The Company agrees to waive any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **\$10,000,000** for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.