

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

630



SUBMITTAL DATE:
April 22, 2010

FROM: Economic Development Agency

SUBJECT: French Valley Airport – Security Gates and Fence Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid and award the contract to ASR Constructors, Inc., in the amount of \$1,099,043;
2. Authorize the Chairman to sign the contract documents on behalf of the Board; and
3. Delegate Change Order authority to the Assistant County Executive Officer/EDA or designee in amounts that are in accordance with Board Policy B-11.

BACKGROUND: On July 21, 2009, the Board authorized the Clerk of the Board to advertise the notice inviting bids for the project. The project will construct new automated security gates and security fencing around the west side of the airport. Completion of the project will considerably enhance safety and further secure aircraft operations at the airport, consistent with Transportation Security Administration (TSA) guidelines and the airport's Master Plan.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,099,043	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal Aviation Administration Airport Improvement Program (AIP) Grant Funds (95%) and Airport Funds (5%).	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

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: 4/19/10
 Departmental Concur: SAMUEL WONG
 DATE: 4/19/10
 FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS

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

Prev. Agn. Ref.: 3.27 of 7/21/09 District: 3 Agenda Number: **3.32**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

The project documents have been reviewed and approved by the Federal Aviation Administration (FAA) and County Counsel, and are consistent with current guidelines for General Aviation facilities.

On February 18, 2010, six bids were submitted for the Security Gates and Fence Project which consisted of a base bid and a single alternate bid.

Following is a summary of the base bid award:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate</u>	<u>Total Bid</u>
ASR Constructors, Inc.	\$1,035,507.00	\$63,536.00	\$1,099,043.00
Lightning Fence Co., Inc.	\$1,161,500.00	\$79,410.00	\$1,240,910.00
Alcorn Fence Company	\$1,231,708.00	\$85,350.00	\$1,317,058.00
Hillcrest Contracting	\$1,299,612.00	\$77,416.00	\$1,377,028.00
WCCR Construction	\$1,345,580.00	\$81,820.00	\$1,427,400.00
APW Construction, Inc.	\$1,524,165.00	\$87,348.00	\$1,611,513.00

Recommendation

Staff recommends that the Board accept the bid of ASR Constructors, Inc., and award the contract in the amount of \$1,099,043. The Federal Aviation Administration has reviewed the foregoing and concurs with staff's recommendations. County Counsel has approved as to form.

**CONTRACT AGREEMENT
FRENCH VALLEY AIRPORT
"PERIMETER SECURITY FENCING AND GATE REPLACEMENT PROJECT"
COUNTY OF RIVERSIDE
CONSTRUCTION OF AIRPORT IMPROVEMENTS**

THIS AGREEMENT, made and entered into this 29 day of MARCH, 2010, by and between the County of Riverside, organized and existing under and by virtue of the laws of the State of California, hereinafter designated the OWNER, and ASR CONSTRUCTORS, INC. of the City of *, County of *, State of California, hereinafter designated the CONTRACTOR.

* RIVERSIDE

WITNESSETH:

That the said CONTRACTOR has covenanted and agreed, for and in consideration of the payments made as provided for in the Proposal, PROJECT SPECIFICATIONS, and Contract Documents, to the CONTRACTOR by the said OWNER, and under the penalty expressed in the bond hereto attached, at his proper cost and expense, to do all the work and furnish all materials, tools, labor, and all appliance and appurtenances called for by the Agreement, free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for the construction of: "Perimeter Security Fencing and Gate Replacement Project". FOR A LUMP SUM PRICE \$1,099,043.00

ONE MILLION NINETY NINE THOUSAND FORTY THREE DOLLARS
The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the PLANS, PROJECT SPECIFICATIONS, and Contract Documents. The PROJECT SPECIFICATIONS and Contract Documents and DRAWINGS furnished by the CONTRACTOR with his proposal and the additional drawings or prints and other information to be furnished by the Contractor in accordance with the PROJECT SPECIFICATIONS and Contract Documents are made a part of this Agreement when and as approved by the County of Riverside, are intended to be complementary, and all PROJECT SPECIFICATIONS and Contract Documents, PLANS, DRAWINGS, or prints furnished by the Contractor and approved by the County of Riverside shall be complementary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said PLANS, PROJECT SPECIFICATIONS, and Contract Documents, DRAWINGS, or prints the same as though the said work were contained and described in all.

The Notice Inviting Bids, Instruction to Bidders, FAA-Required Provisions, Riverside County Provisions, General, and Special Provisions, Proposal, Bid Bond, Payment Bond, Performance Bond, Certificate of Insurance, CONTRACTOR's Affidavit, Technical Provisions, Appendix, Plans, Addenda Nos. 0, General Wage Decisions, any change orders issued, and any additional or supplemental specifications, notices, instructions, and drawings issued in accordance with the provisions of the Contract Documents are hereby understood to be a part of this CONTRACT. The Bid Bond is exonerated upon execution of this Agreement, the Payment Bond, Faithful Performance Bond, and the submission of proof of insurance.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the County of Riverside, California, or properly authorized agents, on whose inspection all work shall be accepted or rejected.

The COUNTY shall have full power to reject or condemn all materials furnished or work performed under this CONTRACT which do not conform to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the County of Riverside, California and said CONTRACTOR, that the Aviation Division of the County of Riverside, Economic Development Agency, shall determine all questions in relation to the work and the construction thereof, and it shall in all cases decide all questions may arise relative to the execution of the work under this CONTRACT on the part of the said CONTRACTOR, and its estimates and decisions, in case any questions may arise, shall be a condition precedent to the right of said CONTRACTOR to receive any money or compensation for anything done or furnished under this CONTRACT.

Any violation or breach of the terms of this CONTRACT on the part of CONTRACTOR/ Subcontractor may result in the suspension or termination of this CONTRACT, or such other action which may be necessary to enforce the rights of the parties of this Agreement.

IN WITNESS WHEREOF, five (5) identical counterparts of this CONTRACT, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

SEAL (ATTEST)

COUNTY OF RIVERSIDE, CALIFORNIA
(OWNER)

Chairman, Board of Supervisors

APPROVED (AS TO FORM):

County Counsel

(CONTRACTOR)

WITNESSES:

Title: PRESIDENT

Title: VICE PRESIDENT

(CORPORATE SEAL)

Address: #5230 WILSON ST
RIVERSIDE, CA 92509

Phone: 951 779 6580

Contractor's License No. 615395

Classification and Expiration Date: A, B, C-8, C-27, C-29, C-51, C-54

8/11

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated MARCH 25, 2010
in the penal sum of ONE MILLION NINETY NINE THOUSAND FORTY THREE AND NO/100THS DOLLARS (\$1,099,043.00)
[which is one hundred percent of the Contract Sum], and is entered into by and between the
parties listed below to ensure the faithful performance of the Construction Contract listed below.
This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13,
attached to this page. Any singular reference to ASR CONSTRUCTORS INC. [insert name of
Contractor] ("Contractor"), FEDERAL INSURANCE COMPANY [insert name of Surety] ("Surety"), County of
Riverside, a political subdivision of the State of California ("Owner") or other party shall be
considered plural where applicable.

CONTRACTOR:

SURETY:

ASR CONSTRUCTORS INC.

FEDERAL INSURANCE COMPANY

Name

Name

5230 WILSON STREET

15 MOUNTAIN VIEW ROAD

Address

Address

RIVERSIDE, CA 92509

WARREN, NJ 07059

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT

PERIMETER SECURITY FENCING AND GATE REPLACEMENT PROJECT
AT FRENCH VALLEY AIRPORT PROJECT#IP 03-06-0338-24

at FRENCH VALLEY AIRPORT [enter location of project]

DATED MARCH 25, 2010 in the Amount of \$ 1,099,043.00 (the "Penal Sum")

CONTRACTOR AS PRINCIPAL : ASR CONSTRUCTORS INC.
Company: (Corporate Seal)

SURETY FEDERAL INSURANCE COMPANY
Company: (Corporate Seal)

Signature: [Signature]

Signature: [Signature]

Name and Title: Ann Lovatt

Name and Title: BROOKE LAFRENZ, ATTORNEY-IN-FACT

PROVIDENT

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner and to Claimants, to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payments, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided Owner has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the ~~Unemployment Insurance Code~~ with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code § 3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. Owner shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under the Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249 must be commenced before the expirations of six months after the period in which stop notices may be filed as provided in Civil Code §3182.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §3247-§3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond and shall permit a copy to be made.
13. Definitions:
 - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contact Documents and changes thereto.
 - 13.3 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

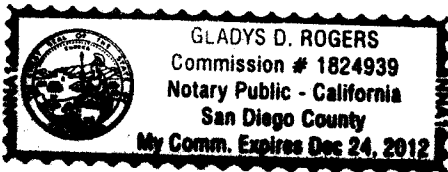
On MARCH 25, 2010 before me, GLADYS D. ROGERS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared BROOKE LAFRENZ
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

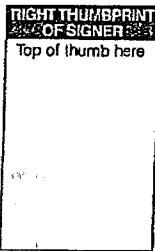
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Larry Cogdill, Brooke Lafrenz, Gladys Rogers and Michael Thomas of Del Mar, California-

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of March, 2010.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this 22nd day of March, 2010

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 25th day of March, 2010



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

PERFORMANCE BOND

RECITALS:

1. ASR CONSTRUCTORS INC., (CONTRACTOR) has entered into an Agreement dated _____ with the COUNTY OF RIVERSIDE (COUNTY) for construction of public work known as Airport Improvements at French Valley Airport for the Perimeter Security Fencing and Gate Replacement Project.
2. FEDERAL INSURANCE COMPANY, a INDIANA corporation (Surety), is the Surety under this Bond.

AGREEMENT:

We, CONTRACTOR, as Principal, and Surety, jointly and severally agree, state, and are bound unto County

1. The amount of the obligation of this Bond is one hundred percent (100%) of the estimated CONTRACT PRICE for the PROJECT of \$ 1,099,043.00 (ONE MILLION NINETY NINE THOUSAND* and inures to the benefit of COUNTY.
*FORTY THREE AND NO/100THS-----
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 twenty-five percent (25%) without approval of Surety.

THIS BOND is executed as of 25TH OF MARCH, 2010

By: Brooke Lafrenz
(Authorized Signature)

Type Name BROOKE LAFRENZ
Attorney In Fact

FEDERAL INSURANCE COMPANY
Name of Surety
ASR CONSTRUCTORS INC.
By: Ann Rogow
Title: PROBIDOW
"Contractor"

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On MARCH 25, 2010 before me, GLADYS D. ROGERS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

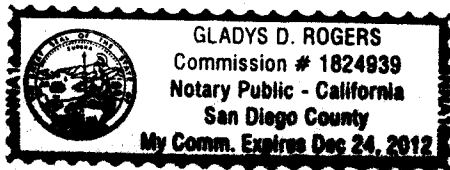
personally appeared BROOKE LAFRENZ
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

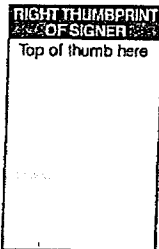
Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

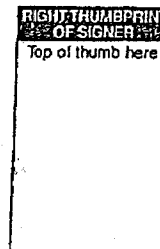
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

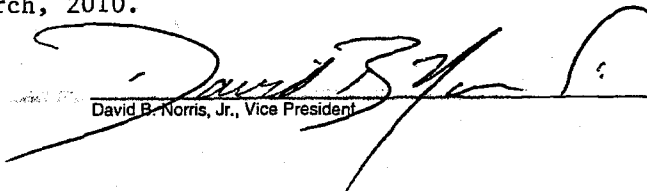
Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Larry Cogdill, Brooke Lafrenz, Gladys Rogers and Michael Thomas of Del Mar, California-

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of March, 2010.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 22nd day of March, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 25th day of March, 2010




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

DBE LETTER OF INTENT

Name of bidder/offeror's firm: ASR CONSTRUCTORS INC

Address: 5230 WILSON ST

City: RIVERSIDE State: CAL. Zip: 92509

Name of DBE firm: ABB STEEZ

Address: 290 BOWSON

City: UPLAND State: CAL. Zip: 91786

Telephone: _____

Description of work to be performed by DBE firm:

ALL STEEZ PRODUCTS

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 172,212.00.

AFFIRMATION

The above-named DBE firm affirms that it will perform the portion of the CONTRACT for the estimated dollar value as stated above.

By [Signature] (Signature) PROSIDENT (Title)

If the bidder/offeror does not receive award of the prime CONTRACT, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor within ten (10) days of request.)