

308



SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Redevelopment Agency

SUBMITTAL DATE:
September 16, 2010

SUBJECT: Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project (Phase I) – Project Award

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Health and Safety Code Section 33445:
 - a) The improvements to the Rancho Jurupa Regional Sports Complex of benefit to the Jurupa Valley Redevelopment Project Area (Project Area) by helping to eliminate blight within the Project Area by providing recreational improvements and opportunities to surrounding community;

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: Samuel Wong 9/22/10
SAMUEL WONG
Reviewed by: [Signature]
CUT THAM
Christopher Hans

FORM APPROVED COUNTY COUNSEL
9-14-10
DATE
BY: [Signature]
MARSHAL VICTOR

[Signature]
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 288,289	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY: [Signature]
Jennifer L. Sargent

County Executive Office Signature

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 4.5 6/29/10; 4.5 2/26/08; 4.1 6/22/09 | District: | Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

- b) No other reasonable means of financing the cost of the project are available to the community due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;
 - c) The payment of funds for the cost of the project is consistent with the Implementation Plan and is necessary to effectuate the purpose of the Project Area's Redevelopment Plan, therefore necessitates the construction of any building facility, structure or other improvements;
2. Accept and award the construction contract for the Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project (Phase I) to the lowest responsive and responsible bidder, Bakersfield Well & Pump Company in the amount of \$212,081;
 3. Authorize the Chairman to sign the contract documents on behalf of the Board;
 4. Delegate change order authority to the Executive Director of the Redevelopment Agency, or designee, in accordance with the public contract code; and
 5. Approve a total project budget for the Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project (Phase 1) of \$288,289.

BACKGROUND:

On June 29, 2010, the Board approved the plans and specifications and authorized the Clerk of the Board to advertise the Notice Inviting Bids for the Rancho Jurupa Regional Sports Complex Project and the Rancho Jurupa Regional Sports Complex – Well Pumping Equipment Project (Phase I).

Prior to bidding for Rancho Jurupa Regional Sports Complex, staff needed to bid the Well Pumping Equipment Project (Phase I) to determine if the well site provides adequate amount of water volume and pressure to act as the main non-potable water source to the complex. Once this determination has been made, staff will bid the Rancho Jurupa Regional Sports Complex Project and return to the Board with a recommendation to approve plans and specifications for the Well Pumping Equipment Project (Phase II). The scope of work for Phase II will construct the water well, pumping plant, reservoir, and all above ground improvements necessary to complete the construction of the well.

The Well Pumping Equipment Project (Phase I) was advertised in the Press Enterprise on July 2, and July 9, 2010. On July 19, 2010, at 2:00 pm, three sealed bids were received. Staff determined that Bakersfield Well & Pump Company to be the lowest responsive and responsible bidder. Therefore, it is recommended that the Board award the construction contract to Bakersfield Well & Pump Company in the amount of \$212,081. The total overall project budget is \$288,289.

CONSTRUCTION BUDGET: (Continued on Page 3)

CONSTRUCTION BUDGET:

It is recommended that the Board approve and adopt the project budget as follows:

Construction	\$ 212,081
Misc. Construction and Inspection Fee	\$ 10,000
Project Management	\$ 15,000
Specialty Inspection	\$ 25,000
Project Contingency	\$ 26,208
Total	\$ 288,289

AGREEMENT FORM

THIS AGREEMENT entered into this ____ day of _____, 2010, by and between Bakersfield Well & Pump Company, hereinafter called the "Contractor" and the Redevelopment Agency for 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, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, Specific Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary 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 construction of: **Rancho Jurupa Sports Complex – Well Pumping Equipment Project (Phase I)** in strict accordance with the plans and specifications dated, July 1, 2010, prepared by Krieger & Stewart, Incorporated, hereinafter called the "Engineer", 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 Engineer and shall be completed within **sixty (60) 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 Hundred and Twelve Thousand and Eighty One Dollars (\$212,081.00), being the total of the Base Bid plus additive bid items 206, 207, and 209.

The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workman'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 5 counterparts.

IF OTHER THAN CORPORATION EXECUTE HERE

Attest: Firm Name _____
Signature _____
Address _____
Contractor's License No. _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation Curt B. Zimmerer

Name of Secretary of Corporation Robert J. Zimmerer

Corporation is organized under the laws of the state of California

Firm Name Zim Industries, Inc. dba Bakersfield Well & Pump Co.

Signature _____

Title of Office John C. Zimmerer
Vice-President

Address 7212 Fruitvale Ave Bakersfield, CA 93308

Contractor's License No. 440537

AFFIX SEAL

Attest: Deputy Owner

By Seal Chairman, Board of Director

FORM APPROVED COUNTY COUNSEL
BY: MS Victor 9-14-10
MARSHAL VICTOR DATE

PERFORMANCE BOND
(California Public Work)
REQUIRED FORM

Bond Number 12069492

Rate of Premium (\$/1,000) \$12.00

Amount of Premium \$2,545.00

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (also herein "Obligee") has awarded to Bakersfield Well & Pump Co. (hereinafter designated "Contractor" and "Principal") a contract for the Work described as follows: **CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, California** (hereinafter referred to as the "Public Work"); and

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof,

NOW, THEREFORE, we Bakersfield Well & Pump Co., the undersigned Contractor, as Principal, and The Guarantee Company of North America USA a corporation organized and existing under the laws of the State of MI, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE in the sum of Two Hundred Twelve Thousand Eighty One and No/100 dollars, \$212,081.00, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers, employees, and agents, as stipulated in the said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Public Work Contract or to the Work to be performed thereunder, or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of July, 2010

PRINCIPAL:

SURETY:

Name Bakersfield Well & Pump Co.

Name The Guarantee Company of North America USA

By [Signature]
(Authorized Representative, Written Signature)

By [Signature]
(Authorized Representative, Written Signature)

John C. Zimmerer
(Authorized Representative, Typed or Printed Name)

Shauna Lucero
(Authorized Representative, Typed or Printed Name)

Title V.P.
[Individual, Partner, Corporate Officer (Title)]

Title Attorney in Fact
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

Attest: (If Corporation)

By [Signature]

By _____

Title Oscar Nacias - Sales Mgr.

Title _____

(Corporate Seal)

(Corporate Seal)

Note: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me,
_____ personally
appeared _____
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.

On _____, 20____, before me,
_____ personally
appeared _____
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.

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.

WITNESS my hand and official seal.

Signature of Notary

Signature of Notary

(Notary Seal)

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents) or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

see attached All Purpose Notary Acknowledgement

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

The Guarantee Company of North America USA

1800 Sutter St., Suite 880

Concord, CA 94520

Name and address of agent or representative
for service of process in California, if different
from above

Aon Risk Insurance Services West, Inc.

5260 N. Palm, Suite 400

Fresno, CA. 93704

Telephone number of Surety and agent or representative
for service of process in California

866-364-6378 -Surety 559-449-7200 - Agent

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Robert J. Zimmerman, certify that I am the acting Secretary of the corporation named as principal to the within bond; that John C. Zimmerman who signed the said bond on behalf of the principal was then Vice-President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

Robert J. Zimmerman
Signature

(Corporate Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno

On 07-23-2010 before me, Lyn Genito, Notary Public
Date Here Insert Name and Title of the Officer

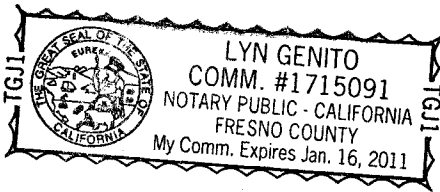
personally appeared Shauna Lucero
Name(s) of Signer(s)

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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

John C. Day, Steve P. Edwards, Shauna Lucero, Lyn Genito
Aon Risk Insurance Services West, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given; except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 3rd day of March, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



[Signature of Stephen Dullard]

Stephen Dullard, Vice President

[Signature of Randall Musselman]

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 3rd day of March, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 23 day of July, 2010 .



[Signature of Randall Musselman]

Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of KERN }

On July 29 2010 before me, OSCAR MACIAS (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared John C. Zimmerer
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: [Handwritten 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: PERFORMANCE BOND

Document Date: July 29 2010 Number of Pages: 3

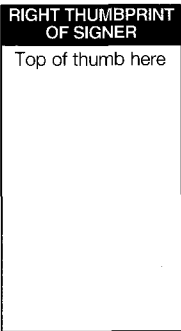
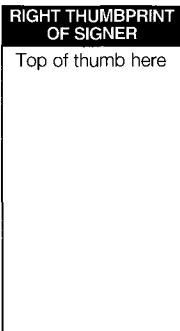
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: John C. Zimmerer Signer's Name:

[X] Corporate Officer — Title(s): V.P. [] Corporate Officer — Title(s):

- [] Individual [] Individual
[] Partner — [] Limited [] General [] Partner — [] Limited [] General
[] Attorney in Fact [] Attorney in Fact
[] Trustee [] Trustee
[] Guardian or Conservator [] Guardian or Conservator
[] Other: [] Other:



Signer Is Representing: Corporation Signer Is Representing:

PAYMENT BOND
(California Public Work)
REQUIRED FORM

Bond Number 12069492

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (referred to hereinafter as "Obligee") has awarded to Bakersfield Well & Pump Co. (hereinafter designated "Contractor" and "Principal"), a contract dated _____, for the Work described as follows: **CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, California** (hereinafter referred to as the "Public Work Contract") and

WHEREAS, said Contractor is required to furnish a bond in connection with said Public Work Contract, providing that if said Contractor or any of his or its subcontractors shall fail to pay for any materials, provisions, provender, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we Bakersfield Well & Pump Co., the undersigned Contractor, as Principal and The Guarantee Company of North America USA, a corporation organized and existing under the laws of the State of MI, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and to any and all material men, persons, companies or corporations furnishing materials, provisions, provender and other supplies used in, upon, for or about the performance of the said Public Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Public Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the said Contractor, the sum of Two Hundred Twelve Thousand Eighty One and No/100 dollars, \$ 212,081.00, said sum being not less than 100% of the total amount payable by said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to file claims under Sections 3110, 3111, 3112 and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the Work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of July, 2010.

PRINCIPAL:

Name Bakersfield Well & Pump Co.
By [Signature]
(Authorized Representative, Written Signature)
John C. Zimmerer
(Authorized Representative, Typed or Printed Name)

Title V.P.
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)
By [Signature]
Title Oscar Nacias - Sales Mgr.

(Corporate Seal)

SURETY:

Name The Guarantee Company of North America USA
By [Signature]
(Authorized Representative, Written Signature)
Shauna Lucero
(Authorized Representative, Typed or Printed Name)

Title Attorney in Fact
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)
By _____
Title _____

(Corporate Seal)

Note: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

NOTARY FOR PRINCIPAL

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me,
_____, personally
appeared _____
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

(Notary Seal)

NOTARY FOR SURETY

STATE OF _____)
COUNTY OF _____)

On _____, 20____, before me,
_____, personally
appeared _____
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

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

see attached All Purpose Notary Acknowledgement

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

The Guarantee Company of North America USA

1800 Sutter St., Suite 880

Concord, CA 94520

Name and address of agent or representative
for service of process in California, if different
from above

Aon Risk Insurance Services West, Inc.

5260 N. Palm, Suite 400

Fresno, CA. 93704

Telephone number of Surety and agent or representative
for service of process in California

866-364-6378 -Surety 559-449-7200 - Agent

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Robert J. Zimmerer, certify that I am the acting Secretary of the corporation named as principal to the within bond; that John C. Zimmerer who signed the said bond on behalf of the principal was then Vice-President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

Robert J. Zimmerer
Signature

(Corporate Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno

On 07-23-2010 before me, Lyn Genito, Notary Public
Date Here Insert Name and Title of the Officer

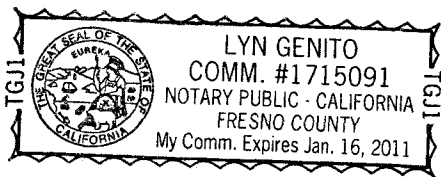
personally appeared Shauna Lucero
Name(s) of Signer(s)

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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

John C. Day, Steve P. Edwards, Shauna Lucero, Lyn Genito
Aon Risk Insurance Services West, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given; except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 3rd day of March, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



Stephen Dullard, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 3rd day of March, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 23 day of July, 2010 .



Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of KERN

On July 29, 2010 before me, OSCAR MACIAS (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared John C. Zimmerer
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: Payment Bond

Document Date: July 29, 2010 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: John C. Zimmerer

Corporate Officer — Title(s): V.P.

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

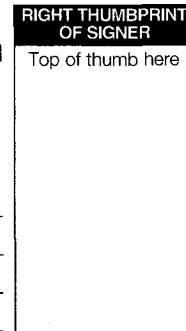


Signer Is Representing: _____
Corporation

Signer's Name: _____

Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2010

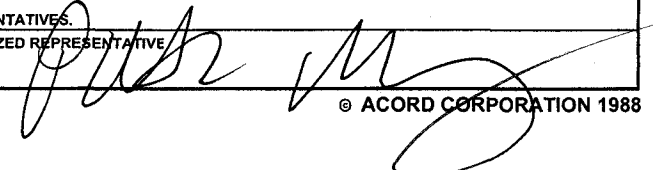
PRODUCER Wells Fargo Insurance Services USA, Inc. CA DOI Lic. #0D08408 (916) 231-1741 11017 Cobblersrock Drive, Suite 100 Rancho Cordova, CA 95670-6049	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Zim Industries, Inc. DBA:Bakersfield Well & Pump Company 4545 E. Lincoln Fresno, CA 93725	INSURER A: Zurich American Insurance Co	16535
	INSURER B: Fireman's Fund Insurance Company	21873
	INSURER C: OneBeacon Insurance Company	21970
	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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		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	GLO831166206	3-1-10	3-1-11	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP831166306	3-1-10	3-1-11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	SSE00048053094	3-1-10	3-1-11	EACH OCCURRENCE	\$ 9,000,000
						AGGREGATE	\$ 9,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC831166106	3-1-10	3-1-11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C		OTHER Installation/Builders Risk	7900008060004	3-1-10	3-1-11		\$1,000,000
C		Rented/Leased Equipment	7900008060004	3-1-10	3-1-11		\$100,000
C		Scheduled Equipment	7900008060004	3-1-10	3-1-11		\$11,174,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is included as additional insured per the attached endorsements.

CERTIFICATE HOLDER Redevelopment Agency For the County of Riverside Attn: Jason Plotkin P.O Box 1180 Riverside, CA 92502	CANCELLATION Ten Day Notice for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

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

The Certificate of Insurance on the reverse side of this form 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.

**CONTRACT INSURANCE ENDORSEMENT
(REQUIRED)**

Company names, policy numbers, effective and expiration dates, and furnished limits set forth in the Contract Certificate of Insurance identify applicable insurance policies in which coverage is provided for the named project. Policy of insurance listed in the Certificate of Insurance has been issued to the named insured by each indicated insurance company for the policy period indicated and, as of the date of the aforementioned certificate, is in full force and effect. The insurance afforded by each policy described therein is subject to all the terms, conditions, limitations, and exclusions of such policy.

Automobile liability insurance covers all owned, non-owned, borrowed, and/or hired vehicles used by or for the benefit of Contractor. General liability insurance covers premises and operations, products and completed operations, blanket contractual (oral and written), independent contractors, owners and contractors protective, and, if applicable to the Work, collapse, explosion and underground hazards. Excess liability insurance covers all automobile and general liability coverages. Course of construction insurance covers fire and lightning, extended coverage, and vandalism and malicious mischief.

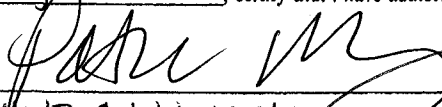
With respect to automobile, general, and excess liability insurance, Owner, its officials, officers, managers, agents, engineers, employees, and volunteers are covered as additional insureds to the extent of the limits set forth in the Contract Certificate of Insurance, but only while acting in their capacities as such, for liability arising from or in connection with the performance of the Work by Contractor, its agents, associates, representatives, employees, and subcontractors of every tier. With respect to course of construction or installation floater insurance, Owner is covered as additional insured. Insurer waives its rights of subrogation against the additional insureds.

Contractor's insurance is primary for additional insureds with respect to the performance of Contractor, those associated therewith, and those working thereunder, and any like insurance of Owner, its officials, officers, managers, agents, engineers, employees, and volunteers is excess and not contributing insurance with respect to insured claims under Contractor's policies. Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought.

Contractor's insurance will not be cancelled, reduced, suspended, terminated, or voided in coverage or limits [except for general liability where the general aggregate limit has been reduced by claim(s) in which case insurer will immediately notify Owner of reduction in general aggregate limit resulting from such claim(s)] unless thirty (30) days prior written notice, by certified mail return receipt requested, has been given to Owner. Any failure to comply with reporting provisions of policies, including breaches of warranties, will not affect coverage provided to additional insureds.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

I, Patrick McIntyre, certify that I have authority to and hereby execute this endorsement on behalf of the insurer(s) referenced below.

Date: 7-23-10 Signature:  Title: Senior VP
 Address: 1017 Cobble Rock Telephone: 916 231-1741
Rancho Cordova, CA 95670

Insurance policies to which this Contract Insurance Endorsement apply are as follows:

Insurance Type	Insurance Company	Policy Number	Policy Effective Date	Policy Expiration Date
Workers Compensation and Employers Liability	Zurich Am.	WC831166106	3-1-10	3-1-11
Automobile Liability	Zurich Am.	BAP831166306	3-1-10	3-1-11
General Liability	Zurich Am.	GLO831166206	3-1-10	3-1-11
Excess Liability	Fireman's Fund	SSE00048053094	3-1-10	3-1-11
Course of Construction or Installation Floater				

Use separate Contract Insurance Endorsement if required (copy as needed).

CONTRACT CERTIFICATE OF INSURANCE

ISSUE DATE: 7-23-10

OWNER OR CERTIFICATE HOLDER: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE

CONTRACTOR OR INSURED: Zim Industries, Inc; Bakersfield Well & Pump Co.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder; it does not alter, amend, or extend the coverage afforded by the policies listed below.

PROJECT: CONSTRUCTION OF RANCHO JURUPA SPORTS PARK WELL

Insurance Type	Insurance Company	Policy Number	Policy Effective Date	Policy Expiration Date	Description	Limits	
						Furnished	Specified
Worker's Compensation and Employer's Liability	Zurich American Insurance Company	WL 831166106	3-1-10	3-1-11	Statutory Accident-Policy Limit Disease-Policy Limit Disease-Each Employee	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000	Statutory \$1,000,000 \$1,000,000 \$1,000,000
Automobile Liability Business <input checked="" type="checkbox"/> Commercial _____	Zurich American Insurance Company	BAP 831166306	3-1-10	3-1-11	Combined Single Limit Bodily Injury (per accident) Bodily Injury (per person) Property Damage	\$ 1,000,000 \$ _____ \$ _____ \$ _____	\$1,000,000 \$1,000,000 \$500,000
General Liability Commercial <input checked="" type="checkbox"/> Comprehensive _____ Claims Made _____ Occurrence <input checked="" type="checkbox"/>	Zurich American Insurance Company	GLD 831166006	3-1-10	3-1-11	General Aggregate* Each Occurrence*	\$ 2,000,000 \$ 1,000,000	\$2,000,000 \$1,000,000
Excess Liability Umbrella Form <input checked="" type="checkbox"/> Other Form _____	Fireman's Fund Insurance Company	SSE 00048053094	3-1-10	3-1-11	Each Occurrence Aggregate	\$ 9,000,000 \$ 9,000,000	\$ _____ \$ _____
Course of Construction of Installation-Floater:							TOTAL CONTRACT AMOUNT

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)
Patrick McIntyre certify that I have authority to and hereby execute this certificate on behalf of the insurer(s) referenced above.
 Date: 7-23-10 Signature: [Signature] Title: Senior VP Address: 11017 Cobblebrook Ranch/Cordon CA 93670 Telephone: 916 231-1741

See required Contract Insurance Endorsement