

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

927



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
December 2, 2010

**SUBJECT:** Mecca Fire Station #40 Award Construction Contract and Approve Budget

**RECOMMENDED MOTION:** That the Board of Directors:

1. Accept and award the construction contract to Eberhardt Construction, Inc., in the amount of \$3,769,356;
2. Authorize the Chairman of the Board to sign the contract documents on behalf of the Board; and
3. Approve a project budget of \$5,130,791.

**BACKGROUND:** (Commences on Page 2)

*Lisa Brandl for*

Robert Field  
Executive Director  
By Lisa Brandl, Deputy Executive Director

|                       |                               |              |                         |         |
|-----------------------|-------------------------------|--------------|-------------------------|---------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 5,130,791 | 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:** No

|  |   |                          |
|--|---|--------------------------|
| <b>SOURCE OF FUNDS:</b> Redevelopment Agency Desert Communities Project<br>Area Capital Improvement Funds - 90%, Development Impact Fees - 10% | <b>Positions To Be Deleted Per A-30</b> | <input type="checkbox"/> |
|  | <b>Requires 4/5 Vote</b>                | <input type="checkbox"/> |

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Jennifer V. Sargent*

**County Executive Office Signature**

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

Prev. Agn. Ref.: 8/10/10 4.5; 9/1/09 9.15; 4/29/08 4.2

District: 4

Agenda Number:

**4.5**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 12/1/10  
 Departmental Concurrence  
 SAMUEL WONG  
 FORM APPROVED COUNTY COUNSEL  
 BY: *N. R. KIPNIS* 11/30/10  
 DATE

**BACKGROUND:** On August 10, 2010, the Board approved the plans and specifications for the Mecca Fire Station #40 construction project. A Notice Inviting Bids was published on August 13, 2010, and August 20, 2010, with sealed bids due on September 7, 2010. Addendum 1 extended the due date to September 13, 2010. A non-mandatory pre-bid conference was held on August 23, 2010.

On September 13, 2010, 15 bids were received; the lowest bid was submitted by RDP/SCI Inc. A protest was received on September 28, 2010, challenging the lowest bid. The protest alleged violations to the Public Contract Code Sections 4104 and 4106. Specifically at issue was the fact that multiple subcontractors were listed for three work items. When this occurs, Section 4106 requires the general contractor to perform the work items. These work items were electrical in nature and were called out in the specification document as requiring a "C" License. RDP/SCI, Inc., did not possess a "C" license and did not meet license requirements. RDP/SCI agreed with the determination thereby acknowledging the lack of the required licenses and the erroneous subcontractor listing.

County Counsel determined the RDP/SCI, Inc., bid to be disqualified and thereby established Eberhardt Construction, Inc., as the lowest responsive bidder. County Counsel determined the contract may be awarded to Eberhardt Construction Inc. Therefore, staff recommends that the Board award the contract to Eberhardt Construction, Inc., in the amount of \$3,769,356 and approve the project budget as follows:

**Project Budget**

|                     |                 |           |                    |
|---------------------|-----------------|-----------|--------------------|
| Construction        | Base bid        | 3,712,000 |                    |
|                     | Bid alternate 1 | 22,692    |                    |
|                     | Bid alternate 2 | 34,664    | 3,769,356          |
| Permits             |                 |           | 85,000             |
| Materials Testing   |                 |           | 65,000             |
| Mitigation Measures |                 |           | 165,000            |
| Inspections         |                 |           | 115,000            |
| Utilities           |                 |           | 170,000            |
| Furniture/Fixtures  |                 |           | 160,000            |
| Equipment           |                 |           | 135,000            |
| <b>Subtotal</b>     |                 |           | <b>4,664,356</b>   |
| Contingency 10%     |                 |           | <u>466,435</u>     |
| <b>TOTAL</b>        |                 |           | <b>\$5,130,791</b> |

The project will be funded via the Redevelopment Agency, Desert Communities Project Area, Capital Improvement Funds and will not impact the Riverside County general fund. The project will begin construction January 2011, with a 365 day term. Funds will be disbursed within fiscal years 2010/2011 and 2011/2012.

Attachments: Bid Summary  
Agreement  
Performance Bond  
Payment Bond  
Certificate of Liability Insurance  
Certificate of Workers' Compensation Insurance

DOCUMENT 00524

AGREEMENT

THIS AGREEMENT, made the 14<sup>th</sup> of December, 2010, in the County of Riverside, State of California, by and between the Redevelopment Agency for the County of Riverside, hereinafter called the "Agency" and Eberhardt Construction, Inc. hereinafter called CONTRACTOR.

WITNESSETH that the Agency and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the construction of:

**Mecca Fire Station #40**

in strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the Agency for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the Agency office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: All work under this Contract shall be completed within a period of Three-Hundred Sixty Five (365) consecutive calendar days commencing on or before the date stated in the Agency's written Notice to Proceed.

ARTICLE 3 - LIQUIDATED DAMAGES: It is agreed that the Contractor will pay the Agency the sum of One-Thousand Dollars (\$1,000.00) per calendar day for each and every day of delay beyond the time prescribed in the Bid Form and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the Agency may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of damages under other provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The Agency shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Three Million, Seven Hundred and Sixty Nine Thousand, Three Hundred and Fifty Six DOLLARS (\$3,769,356.00) said sum being the total amount stipulated in the Proposal as base bid and add alternates No.1 and No. 2. Payment shall be made as set forth in the General Conditions.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: The Contractor agrees to and does hereby indemnify and hold harmless the Agency, its officers, agents, and employees and the Architect and Architect's consultants during the term of this agreement and one (1) year after the filing of the Notice of Completion from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reasons of:

- (A) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole or active negligence or willful misconduct of the Agency, its officers, employees, agents or independent contractors who are directly employed by the Agency; and
- (B) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the Agency, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off Agency property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(C) The Contractor, at Contractor's own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Agency, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgement that may be rendered against the Agency, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - EARNINGS ASSIGNMENT ORDERS: Pursuant to the requirements of Public Contract Code Section 7110, the Contractor acknowledges that he is aware of the provisions of Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, and that to the best of his knowledge is in full compliance with earnings orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Non-Collusion Affidavit
- Site Visit Certification
- Employment Certification
- Addenda
- Agreement
- Performance Bond
- Labor and Materials Payment Bond
- Certification of Workers' Compensation
- Certification of Drug-Free Workplace
- Certificate of Asbestos-Free Materials
- General Conditions and Supplementary General Conditions
- Specifications
- Drawings
- Guarantee
- Claim Certification
- Certificate Regarding Drug Free Workplace
- Certificate of Asbestos-Free Material

All of the above named Contract Documents are complementary. Work required by one of the above named contract documents shall be done as if required by all.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, California 95826.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

REDEVELOPMENT AGENCY:

BY \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

TITLE \_\_\_\_\_

CONTRACTOR:

BY *Daniel J Eberhardt*

Daniel J Eberhardt - Eberhardt Construction, Inc.  
\_\_\_\_\_  
Typed or Printed Individual and Company Name

TITLE President

BY \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

TITLE \_\_\_\_\_  
Authorized Officers or Agents

DATE December 14, 2010

(CORPORATE SEAL)

FOR APPROVED COUNTY COUNSEL

BY *Michael R Kipnis*

DATE 11/30/10

DOCUMENT 00614

PERFORMANCE BOND · Bond No: 92951 2908  
Premium: \$30,251.00

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Redevelopment Agency, by resolution passed December 14, 2010, has given to Eberhardt\* hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

**Mecca Fire Station No. 40, Project No. 0724400**

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

(A) NOW THEREFORE, we, the Principal and Western Surety Company as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in the state of California at 2210 Plaza Drive\*\* are held and firmly bound unto the Redevelopment Agency, hereinafter called the "Agency", in the sum of Three Million\*\* DOLLARS (\$ \*\*\*\*), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the Work by Agency, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Agency from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph shall limit the obligation of the surety and the obligation of the Surety shall continue so long as any obligation of Principal remains.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation 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 the event suit is brought upon this bond by the Agency and judgement is recovered, the Surety shall pay all costs incurred by the Agency in such suit, including a reasonable attorney's fee to be fixed by the court.

\*Construction, Inc.

\*\*Suite 150, Rocklin, CA 95765

\*\*\*Seven Hundred Sixty Nine Thousand Three Hundred Fifty Six Dollars And No Cents

\*\*\*\*\$3,769,356.00

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 21st day of October, 2010.

(Corporate Seal)

Eberhardt Construction, Inc.

Principal

By

DANIEL J. EBERHARDT

Typed or Printed Name

Title

(Corporate Seal)

Western Surety Company

Surety

By

P.A. Gouker

Typed or Printed Name

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On November 4, 2010 before me, Sheila M Larsen, Notary Public  
Date Here Insert Name and Title of the Officer

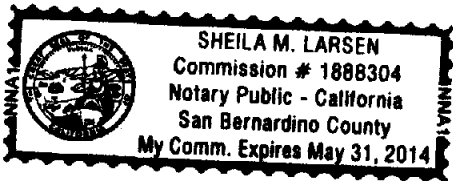
personally appeared Daniel J Eberhardt  
Name(s) of Signer(s)

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 Sheila M. Larsen  
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: Performance/Payment Bonds - Mecca Fire Station No. 40

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: \_\_\_\_\_

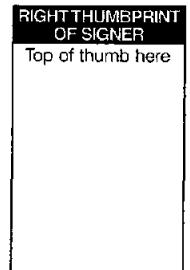
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_





## ACKNOWLEDGMENT

State of California  
County of Sacramento )

On October 21, 2010 before me, Rosalie A. Miszkief, Notary Public  
(insert name and title of the officer)

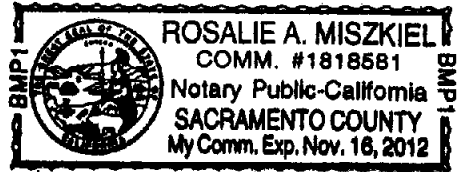
personally appeared P.A. Gouker,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 \_\_\_\_\_

(Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Thomas R Hucik, Jo Anne Hucik, Rosalie A Miszkiel, P A Gouker, Individually**

of Folsom, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2006.



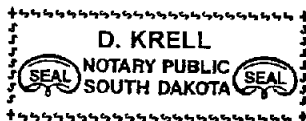
WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **21st** day of **October, 2010**



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

DOCUMENT 00615

Bond No: 92951 2908

LABOR AND MATERIALS PAYMENT BOND

Premium: Included in  
Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Redevelopment Agency, by resolution passed December 14, 20 10, has given to Eberhardt Construction, Inc. hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

.....  
Mecca Fire Station No. 40, Project No. 0724400

WHEREAS, said principal is required by Division 3, Part IV Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and Western Surety Company as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 legally doing business in California at 2210 Plaza Dr. #150, Rocklin, CA 95765, are held and firmly bound unto the Redevelopment Agency hereinafter called the "Agency", in the penal sum of Three Million Seven Hundred Sixty\* DOLLARS (\$\*\*), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractor, heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, 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 pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, or for amounts due as withholding tax pursuant to Section 18806 of the Revenue and Taxation Code, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as provided in Division III, Part 4, Title XV, Chapter 7, (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the Civil code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way 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.

\*Nine Thousand Three Hundred Fifty Six Dollars And No Cents

\*\*\$3,769,356.00

1000

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 21st day of October, 2010.

(Corporate Seal)

Eberhardt Construction, Inc.

Principal

By

*[Handwritten Signature]*

DANIEL J. EBERHARDT

Typed or Printed Name

Title

(Corporate Seal)

Western Surety Company

Surety

By

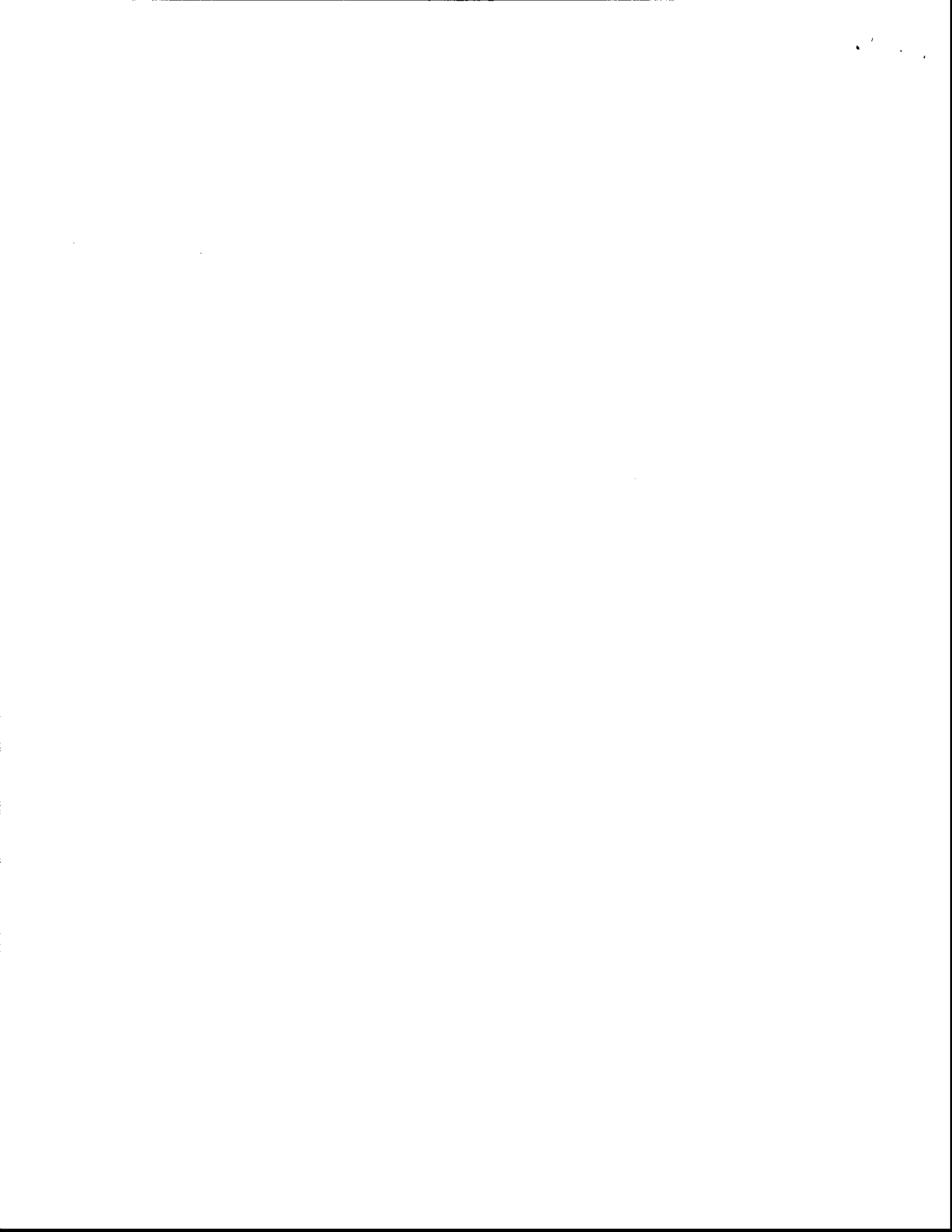
P.A. Gouker

Typed or Printed Name

(Attach Attorney-in-Fact Certificate)

Title

Attorney-in-Fact



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On November 4, 2010 before me, Sheila M Larsen, Notary Public  
Date Here Insert Name and Title of the Officer

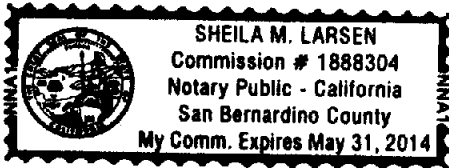
personally appeared Daniel J Eberhardt  
Name(s) of Signer(s)

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 *Sheila M. Larsen*  
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: Performance/Payment Bonds - Mecca Fire Station No. 40

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

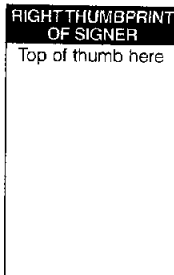
Signer(s) Other Than Named Above: \_\_\_\_\_

### 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: \_\_\_\_\_

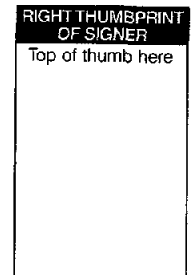
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_







## ACKNOWLEDGMENT

State of California  
County of Sacramento )

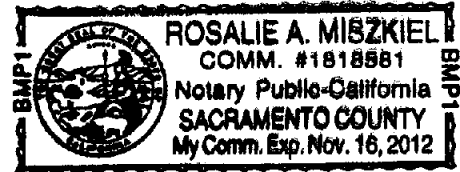
On October 21, 2010 before me, Rosalie A. Miszkiel, Notary Public  
(insert name and title of the officer)

personally appeared P.A. Gouker,  
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  (Seal)





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Thomas R Hucik, Jo Anne Hucik, Rosalie A Miszkiel, P A Gouker, Individually**

of Folsom, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2006.



WESTERN SURETY COMPANY

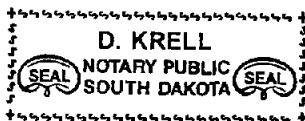
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of November, 2006, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **21st** day of **October, 2010**



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **723703**

Entity **CORP**

Business Name **EBERHARDT CONSTRUCTION INC**

Classification(s) **B**

Expiration Date **06/30/2012**







# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DT

DATE (MM/DD/YYYY)

10/20/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

|   |  |  |                       |
|---|--|--|-----------------------|
| <b>PRODUCER</b><br><b>Supple-Merrill &amp; Driscoll Inc.</b><br><b>Insurance Agents and Brokers</b><br><b>255 W Foothill Blvd, Ste 102</b><br><b>Upland, CA 91786</b><br><b>James A. Dilks</b><br>INSURED | <b>909-920-9717</b><br><b>Lic #0517777</b> | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>PRODUCER CUSTOMER ID #: EBERH-1</b>   | <b>FAX (A/C, No):</b> |
| <b>INSURED</b><br><b>Eberhardt Construction, Inc.</b><br><b>19031 Hwy 18 #205</b><br><b>Apple Valley, CA 92392</b>  |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A: Westchester Fire Ins Co</b><br><b>INSURER B: Continental Insurance Co.</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |                       |
|   |  | <b>NAIC #</b><br><b>35289</b>  |                       |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


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.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X         | X        | G22013890005  | 06/14/10                | 06/14/11                | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | WC STATUTORY LIMITS<br>OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |
| B        | Scheduled Equip  |           |          | 2098132701    | 06/14/10                | 06/14/11                | All Risk<br>Phys. Dmg  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Mecca Fire Station The Agency, it Directors, Officers, Special Districts, Board of Supervisors, employees, agents or representatives along with CVAG and its member agencies are named as additional insured with respect to General Liability, endorsement attached. Waiver of Subrogation also applies to with respect to General Liability and is attached.

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| <b>Redevelopment Agency</b><br><b>Attn: Leah Rodriguez</b><br><b>4080 Lemon Street</b><br><b>Riverside, CA 92501</b> | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> |
|  | <b>AUTHORIZED REPRESENTATIVE</b><br>   |

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

Redevelopment Agency and CVAG  
4080 Lemon Street  
Riverside, CA 92501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

As required by contract, provided the contract is executed prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2010

PRODUCER (760)245-5344 FAX (760)241-3567  
Dan Smith Insurance Agency, Inc.  
PO Box 1457  
14950 Circle Drive  
Victorville, CA 92392

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.

INSURED Eberhardt Construction Inc  
19031 Highway 18  
Ste. 250  
Apple Valley, CA 92307

| INSURERS AFFORDING COVERAGE         | NAIC # |
|-------------------------------------|--------|
| INSURER A: PROGRESSIVE CASUALTY CO. |        |
| INSURER B:                          |        |
| INSURER C:                          |        |
| 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<br>LTR INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                                    |              |
|-------------------------|---|---------------|-------------------------------------|--------------------------------------|---|--------------|
|                         |   |               |                                     |                                      |   |              |
| A                       | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                     |                                      | EACH OCCURRENCE                           | \$           |
|                         |   |               |                                     |                                      | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$           |
|                         |   |               |                                     |                                      | MED EXP (Any one person)                  | \$           |
|                         |   |               |                                     |                                      | PERSONAL & ADV INJURY                     | \$           |
|                         |   |               |                                     |                                      | GENERAL AGGREGATE                         | \$           |
|                         |   |               |                                     |                                      | PRODUCTS - COMP/OP AGG                    | \$           |
|                         |   |               |                                     |                                      |   |              |
|                         | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  | 06332427-2    | 03/15/2010                          | 03/15/2011                           | COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000 |
|                         |   |               |                                     |                                      | BODILY INJURY (Per person)                | \$           |
|                         |   |               |                                     |                                      | BODILY INJURY (Per accident)              | \$           |
|                         |   |               |                                     |                                      | PROPERTY DAMAGE (Per accident)            | \$           |
|                         | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                     |                                      | AUTO ONLY - EA ACCIDENT                   | \$           |
|                         |   |               |                                     |                                      | OTHER THAN AUTO ONLY: EA ACC              | \$           |
|                         |   |               |                                     |                                      | AGG                                       | \$           |
|                         | EXCESS/UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$  |               |                                     |                                      | EACH OCCURRENCE                           | \$           |
|                         |   |               |                                     |                                      | AGGREGATE                                 | \$           |
|                         |   |               |                                     |                                      |   | \$           |
|                         |   |               |                                     |                                      |   | \$           |
|                         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   |               |                                     |                                      | WC STATU-TORY LIMITS                      | OTH-ER       |
|                         |   |               |                                     |                                      | E.L. EACH ACCIDENT                        | \$           |
|                         |   |               |                                     |                                      | E.L. DISEASE - EA EMPLOYEE                | \$           |
|                         |   |               |                                     |                                      | E.L. DISEASE - POLICY LIMIT               | \$           |
|                         | OTHER   |               |                                     |                                      |   |              |

**RECEIVED**  
 OCT 27 2010  
**ECI**

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

Project: Mecca Fire Station, Riverside Ca.  
The following is listed as Additional Insured for work performed by the named Insured on their behalf: Redevelopment Agency of Riverside County & CVAG, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents or Representatives. Waiver of Subrogation Form 8610(3-94) Attached

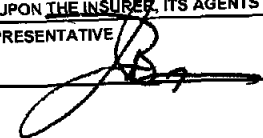
### CERTIFICATE HOLDER

Redevelopment Agency of Riverside County  
and CVAG  
4080 Lemon Street  
Riverside, CA 92501

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 INSURED, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE









1

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover from our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

| <b>Person or Organization</b>   | <b>Job Description</b>             |
|---|------------------------------------|
| Riverside County Redevelopment Agency<br>Attn: Leah Rodriguez<br>4080 Lemon Street<br>Riverside, CA 92501 | All Projects<br>Mecca Fire Station |

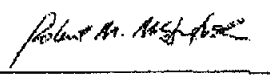
Minimum Premium \$50

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/21/2010  
Insured Eberhardt Construction, Inc.

Policy No. 04DKRM1-2000-021  
Insurance Company: Delos Insurance Company - 35408

Endorsement No. 1

Countersigned By: 

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10/22/2010 sn

