

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

940c



**SUBMITTAL DATE:**  
November 23, 2010

**FROM:** Redevelopment Agency

**SUBJECT:** Rancho Jurupa Regional Sports Park – 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 is of benefit to the Jurupa Valley Redevelopment project area by helping to eliminate blight within the project area by providing recreational improvements and opportunities to surrounding community;
  - 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;

(Continued)

*Lisa Brandl for*

Robert Field  
Executive Director  
By Lisa Brandl, Deputy Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 11,658,900	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

<b>SOURCE OF FUNDS:</b> Jurupa Valley Redevelopment Capital Improvement Funds	<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 L. Sargent*

County Executive Office Signature

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY *Samuel May* 12/1/10  
 DEPARTMENT OF ADMINISTRATION  
 FORM APPROVED COUNTY COUNSEL  
 11/30/10  
 MRS. MARSHAL VICTOR

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

Reviewed by  
 CIP TEAM  
 Dean Deines

**RECOMMENDED MOTION:** (Continued)

- c) The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which calls for construction of any building facility, structure or other improvements;
2. Accept and award the construction contract to the lowest responsive bidder, ASR Constructors, Inc., in the amount of \$9,659,000;
3. Delegate change order authority to the Executive Director of the Redevelopment Agency, or designee, in accordance with Public Contract Code;
4. Authorize the Chairman to sign the contract documents on behalf of the Board; and,
5. Approve a total project budget of \$11,658,900.

**BACKGROUND:**

The Rancho Jurupa Regional Sports Complex has been developed on approximately 36-acres located immediately north of the intersection of Loring Ranch Road and Crestmore Road, in the unincorporated territory of Riverside County. The Sports Park will include 15 soccer fields of varying sizes and two different types of turf. The Park also includes one large, one moderate, and six small picnic shelters, which will accommodate a total of approximately 238 people, a concession/restroom building, a storage building, and a perimeter park concrete walk

On February 26, 2008, the Board approved a consultant services agreement with RHA Landscape Architects for design and engineering services for the Rancho Jurupa Regional Sports Complex. On July 14, 2009, the Board approved a consultant services agreement with Krieger and Stewart, Inc., for design and engineering services for new irrigation water well, pumping plant, irrigation water reservoir, and irrigation booster station to be designated as the main non-potable water source to the complex. On June 29, 2010, the Board approved the plans and specifications for the well pumping equipment project to determine if there is sufficient non-potable water supply and pressure to serve the irrigation needs of the project.

On June 29, 2010, the Board approved the plans and specifications for the Rancho Jurupa Regional Sports Complex and authorized the Clerk of the Board to advertise the Notice Inviting Bids. The project was advertised in the Press Enterprise on September 28 and October 6, 2010; and advertised on the Riverside County Economic Development Agency website. A mandatory job walk was held on October 13, 2010. On October 25, 2010, at 2:30 p.m. 14 sealed bids were received and opened by the Clerk of the Board. Upon detailed review County Counsel and agency staff determined that the low bid submitted by ASR Constructors Inc., was responsive and complete.

Staff recommends that the Board of Directors accept and award the construction contract to the lowest responsive bidder ASR Constructors, Inc., in the amount of \$9,659,000. Authorize the Chairman to sign the contract documents, delegate change order authority to the Executive Director, or designee, and approve the total project budget as follows:

(Continued)

**Project Budget:**

Construction	\$9,659,000
Project Management	\$300,000
Testing, Inspection, and Misc. Costs	\$295,000
Utility Fees	\$250,000
Construction Survey	\$95,000
Project Contingency	\$1,059,900
<b>Total:</b>	<b>\$11,658,900</b>

**AGREEMENT FORM**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between ASR CONSTRUCTORS, INC., 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, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

**STATEMENT OF WORK:** The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **RANCHO JURUPA REGIONAL SPORTS COMPLEX**. In strict accordance with the Plans and Specifications dated May 2010 prepared by RHA Landscape Architects - Planners Inc. & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within **TEO HUNDRED AND SEVENTY FIVE (275) 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 **NINE MILLION SIX HUNDRED AND FIFTY NINE THOUSAND DOLLARS (\$9,659,000)** being the total of the base bid plus the following alternates: 4. 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 certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

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

Type of Contractor's organization: Corporation  
If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: ASR Constructors, Inc.  
Address: 5230 Wilson St, Riverside 92509  
Contractor's License No.: 615395

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Affix Seal  
If  
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Alan Regotti  
Name of Secretary of Corporation: Patricia Berry  
Corporation is organized under the laws of State of California  
Signature: \_\_\_\_\_  
Title: President

Owner: COUNTY OF RIVERSIDE  
Signature: \_\_\_\_\_  
Title: Chairman - Board of Supervisors

Attest: Clerk - Board of Supervisors  
By: \_\_\_\_\_

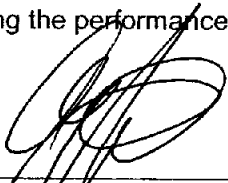
**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

Every employer, except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a Certificate of Consent to Self-Insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' 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 this Contract.

  
\_\_\_\_\_  
Principal  
Alan Regotti

\_\_\_\_\_  
Principal  
President  
\_\_\_\_\_  
Title

(In accordance with Article 5 [commencing at Section 1860], Chapter, Part 7, Division 2 of the Labor Code, the above Certificate must be signed and filed with the Owner prior to performing any work under this Contract.)

Bond # 8219-26-63  
Premium: Included in Performance Bond  
Bond Issued in 5 Counterparts

PAYMENT BOND

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

The makers of this Bond are ASR Constructors, Inc. as Principal and Original Contractor and Federal Insurance Company, a Corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated Dec. 15, 2010, 2010 between Principal and The Redevelopment Agency for the County of Riverside, a public entity, as owner, for \_\_\_\_\_ \* \_\_\_\_\_ dollars (\$ \*\* ) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of:

Rancho Jurupa Regional Sports Complex

\*Nine million Six hundred & Fifty Nine Thousand dollars 00/100

\*\* \$9,659,000.00

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

Signed and Sealed this 4th Day of November 2010.

ASR Constructors, Inc.

(Firm Name - Principal)

5230 Wilson St. Riverside, CA 92509

(Business Address)

By:

  
(Signature - Attach Notary's Acknowledgment)

President

(Title)

Affix Seal  
if  
Corporation

Federal Insurance Company

(Corporation Name - Surety)

555 S. Flower St., 3rd Floor, Los Angeles, CA

(Business Address)

90071

Affix  
Corporate  
Seal

By:

Yvette Aceves

  
(Signature - Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

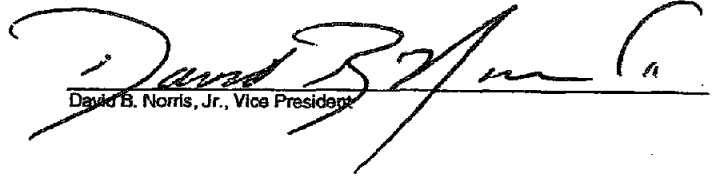
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Yvette Aceves and Newton Kellam of Irvine, California**

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **6th** day of **October, 2010**.

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

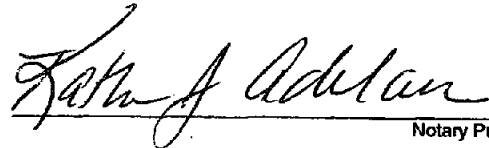
STATE OF NEW JERSEY  
County of Somerset ss.

On this **6th** day of **October, 2010** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 14, 2014**

  
Notary Public

**CERTIFICATION**

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this



  
Kenneth C. Wendel, Assistant Secretary

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On Nov. 4, 2010 before me, MINH QUANG TRAN, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared YVETTE ACEVES

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond

(Title or description of attached document)

(Title or description of attached document continued)

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

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On Nov. 4, 2010 before me, Minh Quang Tran, a Notary Public  
(Here insert name and title of the officer)

personally appeared Alan Regotti -----

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

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  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond

(Title or description of attached document)

(Title or description of attached document continued)

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

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

Bond # 8219-26-63  
Premium: \$85,488.00  
Bond Issued in 5 Counterparts

**PERFORMANCE BOND**

The makers of this Bond, ASR Constructors, Inc., as Principal, and Federal Insurance Company as Surety, are held and firmly bound unto The Redevelopment Agency for the County of Riverside, hereinafter called the Owner, in the sum of \* \_\_\_\_\_ Dollars (\$ \*\* \_\_\_\_\_ ) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. \*Nine million Six hundred & Fifty Nine Thousand dollars  
\*\* \$9,659,000.00 00/100

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated Dec. 15, 2010 for \_\_\_\_\_  
Rancho Jurupa Regional Sports Complex

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

Signed and Sealed this 4th Day of November, 2010.

ASR Constructors, Inc.

(Firm Name - Principal)

5230 Wilson St., Riverside CA 92509

(Business Address)

By: Alan Regotti

(Signature - Attach Notary's Acknowledgment)

President

(Title)

Affix Seal  
if  
Corporation

Federal Insurance Company

(Corporation Name - Surety)

555 S. Flower St, 3rd Floor, Los Angeles, CA

(Business Address)

90071

By: Yvette Aceves

(Signature - Attach Notary's Acknowledgment)

Affix  
Corporate  
Seal

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

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

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Yvette Aceves and Newton Kellam of Irvine, California**

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

**In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 6th day of October, 2010.**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this 6th day of October, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



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

Notary Public

**CERTIFICATION**

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this



Kenneth C. Wendel, Assistant Secretary

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On Nov. 4, 2010 before me, MINH QUANG TRAN, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared YVETTE ACEVES -----

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p><b>DESCRIPTION OF THE ATTACHED DOCUMENT</b></p> <p style="text-align: center;"><u>Performance Bond</u> <small>(Title or description of attached document)</small></p> <p style="text-align: center;">_____ <small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date _____</p> <p style="text-align: center;">_____ <small>(Additional information)</small></p>
--

<p><b>CAPACITY CLAIMED BY THE SIGNER</b></p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p style="text-align: center;">_____ <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input checked="" type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
---

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On Nov. 4, 2010 before me, Minh Quang Tran, a Notary Public  
(Here insert name and title of the officer)

personally appeared Alan Regotti -----

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond

(Title or description of attached document)

(Title or description of attached document continued)

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

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/29/2010

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> Aon Risk Insurance Services West, Inc. fka Aon Risk Services, Inc. of S CA 1901 Main Street Suite 300 Irvine CA 92614 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (949) 608-6300      FAX (A/C. No.): (949) 608-6451	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000048050	
<b>INSURED</b> ASR Constructors, Inc. 5230 Wilson Street Riverside CA 92509 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Old Republic General Ins Corp	<b>NAIC #</b> 24139
	<b>INSURER B:</b> National Union Fire Ins Co of Pittsburgh	<b>NAIC #</b> 19445
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 570040890487**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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			A1CG98701000	11/23/2010	11/23/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS			A1CA98701000	10/19/2010	10/19/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			BE86308463 SIR applies per policy terms & conditions	11/23/2010	11/23/2011	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A1CW98701000	10/01/2010	10/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

County of Riverside, their directors, officers, special districts, board of supervisors, employees, agents or representatives are additional insureds. Re: Rancho Jurupa Regional Sports Complex - ED1206005012. GL & Auto endorsement and GL, Auto & WC waiver attached.

**CERTIFICATE HOLDER****CANCELLATION**

County of Riverside  
 Economic Development Agency  
 3403 10th Street  
 Suite 500  
 Riverside CA 92501 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Insurance Services West, Inc.*

Holder Identifier : Rancho Jurupa

Certificate No : 570040890487

**Company: Old Republic General Insurance Company**

**Policy Period 10/19/10 TO 10/19/11**

ATTACHED TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED ASR Constructors, Inc.
A1CA98701000	Month/Day/Year 10/19/10	12:01 A.M. (x)	NOON	<b>PRODUCER AND CODE</b> CPG/SPEC. RISK RESOURCES INS AGCY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**BUSINESS AUTO COVERAGE FORM**

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
  - 1. The coverage or limits of this policy, or
  - 2. The coverage or limits required by said contract or agreement.

**Schedule**

**Name of Person or Organization:**

Where required by written contract.

*Non Risk Insurance Services West, Inc.*  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

See certificate  
\_\_\_\_\_  
DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s)  
or Organization(s)**

**Location(s) of Covered Operations**

Where required by written contract.

Information required to complete the Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following exclusions apply:

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

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



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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:** Where required by written contract.

**Information required to complete this Schedule, if not shown above, will be shown in the Declarations.**

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**Company: Old Republic General Insurance Company**

**Policy Period 11/23/10 TO 11/23/11**

ATTACHED TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED ASR Constructors, Inc.
A1CG98701000	Month/Day/Year 11/23/10	12:01 A.M. (x)	NOON	PRODUCER AND CODE CPG/SPEC. RISK RESOURCES INS AGCY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**ADDITIONAL INSURED PRIMARY WORDING**

As Required By Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations page.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule unless the other insurance is provided by a contractor other than you for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4 c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

**Schedule**

**Name of Person or Organization:** Where required by written contract.

*Old Republic Insurance Services West, Inc.*  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

See certificate  
\_\_\_\_\_  
DATE

Company: Old Republic General Insurance Company

Policy Period 10/19/10 TO 10/19/11

ATTACHED TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED ASR Constructors, Inc.
A1CA98701000	Month/Day/Year 10/19/10	12:01 A.M. (x)	NOON	PRODUCER AND CODE CPG/SPEC. RISK RESOURCES INS AGCY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**BUSINESS AUTO COVERAGE FORM**

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

The following is added to Section IV – Business auto Conditions, A. – Loss Conditions, 5. – Transfer of Rights of Recovery Against Others to Us:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with a written contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss"

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights of lien to be reimbursed for any recovery funds obtained by any injured employee.

**Schedule**

**Name of Person or Organization:**

Where required by written contract.

*Sen Risk Insurance Services West, Inc.*

AUTHORIZED REPRESENTATIVE

See certificate

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY  
CG 24 04 10 93

WAIVER OF TRANSFER OF  
RIGHTS OF RECOVERY  
AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Endorsement Effective:</b>	11/23/10 12:01 A.M. standard time	<b>Policy No.:</b> A1CG98701000
<b>Named Insured:</b> ASR Constructors, Inc.	<i>San Risk Insurance Services West, Inc.</i> (Authorized Representative)	

Schedule

**Name of Person or Organization:** Where required by written contract.

(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.

**OLD REPUBLIC GENERAL INSURANCE CORPORATION**  
**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**  
**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

We have the right to recover 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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization: **When Required By Written Contract**

The premium charge for this endorsement is \$0.00

Named Insured	ASR Constructors, Inc..		
Policy Number	A1CW98701000		
Policy Period	10/1/10 to 10/1/11	Endorsement Effective Date:	10/1/10
Producer's Name:	Aon Risk Insurance Services West, Inc.		
Producer Number:			

*Aon Risk Insurance Services West, Inc.*

AUTHORIZED REPRESENTATIVE

See certificate

DATE



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
11/24/2010

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Aon Risk Insurance Services West, Inc. fka Aon Risk Services, Inc. of S CA 1901 Main Street Suite 300 Irvine CA 92614 USA		PHONE (AC, NO, Ext): (949) 608-6300	COMPANY ACE American Insurance Company	
FAX (AC No): (949) 608-6459	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 570000048050		LOAN NUMBER		POLICY NUMBER IS1127681001
INSURED ASR Constructors, Inc. 5230 Wilson Street Riverside CA 92509 USA		EFFECTIVE DATE 11/23/2010	EXPIRATION DATE 11/23/2011	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier :

Certificate No : 570040885157

## PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Redevelopment Agency for the County of Riverside, their Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives are additional insured/loss payee and the waiver of subrogation in its favor. Re: Rancho Jurupa Regional Park Sports Park- North of Loring Ranch and Crestmore Road, Riverside, CA 92519. Coverage to begin January 30, 2011 - TBD (275 - consecutive calendar days) All Risks of direct physical loss or

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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Reporting Form- Any	\$ 25,000,000	

## REMARKS (Including Special Conditions)

## 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 ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

## ADDITIONAL INTEREST

NAME AND ADDRESS Redevelopment Agency for the County of Riverside Attn: Jason Plotkin 3403 10th Street 4th Floor Riverside CA 92501 USA	<input checked="" type="checkbox"/>	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	<input checked="" type="checkbox"/>	LOSS PAYEE		
LOAN #				
AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>				

**Attachment to ACORD Certificate for ASR Constructors, Inc.**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

ASR Constructors, Inc.  
5230 Wilson Street  
Riverside CA 92509 USA

COMPANIES AFFORDING COVERAGE

**ADDITIONAL POLICIES :** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE

**REMARKS (Including Special Conditions)**

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**PROPERTY INFORMATION**

damage limits of \$9,659,000 including Earth Movement and Flood. Contract #: ED1206005012
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**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into as of (date) \_\_\_\_\_ by and between:

County of Riverside Redevelopment Agency (hereinafter called "OWNER") and whose address is  
**3403 10<sup>th</sup> Street, Riverside, CA 92502**

ASR Constructors, Inc (hereinafter called "CONTRACTOR") and whose  
address is 5230 Wilson Street Riverside, Ca 92509

Citibank N.A. (hereinafter called "ESCROW AGENT")

For the consideration hereinafter set forth, the OWNER, CONTRACTOR, and the Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OWNER pursuant to the Construction Contract entered into between the OWNER and CONTRACTOR for **Rancho Jurupa Regional Sports Complex Job# 892** in the amount of **Nine Million, Six Hundred Fifty Nine Thousand Dollars, \$9,659,000.00** dated (date) \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the CONTRACTOR, the OWNER shall make payments of the retention earnings directly to the Escrow Agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the OWNER within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the OWNER and CONTRACTOR. Securities shall be held in the name of **County of Riverside Redevelopment Agency** and shall designate the CONTRACTOR as the beneficial owner.
- (2) The OWNER shall make progress payments to the CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the OWNER makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the CONTRACTOR until such time as the escrow created under this Agreement is terminated. The CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the OWNER pays the Escrow Agent directly.
- (4) CONTRACTOR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the OWNER. These expenses and payment terms shall be determined by the OWNER, CONTRACTOR and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in Escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the OWNER.



- (6) CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to the Escrow Agent accompanied by written authorization from the OWNER to the Escrow Agent that the OWNER consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.
- (7) The OWNER shall have the right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven (7) days' written notice to the Escrow Agent from the OWNER of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the OWNER.
- (8) Upon receipt of written notification from the OWNER certifying that the Contract in final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to CONTRACTOR all securities and interest on deposit less Escrow fees and charges of the Escrow Account. The Escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
- (9) Escrow Agent shall rely on the written notification from the OWNER and the CONTRACTOR pursuant to Sections (5) to (8), inclusive of this Agreement and the OWNER and CONTRACTOR shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the OWNER and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as set forth on the following page.

On Behalf of OWNER:

Lisa Brandl, Deputy Executive Director  
 For  
 Robert Field  
 Executive Director

\_\_\_\_\_  
 Signature

Address:

3403 TENTH ST., STE. 300

RIVERSIDE, CA 92501

(951) 955-9812

Phone#

On behalf of CONTRACTOR:

Alan Regotti

Name

President

Title

\_\_\_\_\_  
 Signature

Address:

5230 Wilson St.

Riverside, CA 92509

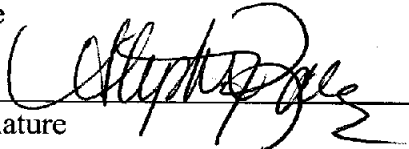
951-779-6580

Phone#

On behalf of Escrow Agent:

Stephanie Ramirez  
Name

Branch Manager  
Title

  
Signature

Address:

9885 Sierra Ave

Fontana, Ca 92335

(909) 829-0582  
Phone#

At the time the Escrow Account is opened, the OWNER and CONTRACTOR shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

**County of Riverside Redevelopment Agency** ASR Constructors, Inc.

MARION ASHLEY, CHAIRMAN  
Name


BOARD OF DIRECTORS  
Title

\_\_\_\_\_  
Signature

Escrow Agent

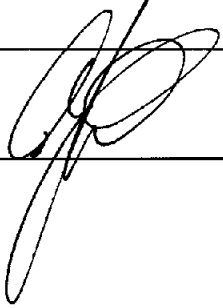
Stephanie Ramirez  
Name

Branch Manager  
Title

  
Signature

Alan Regotti  
Name

President  
Title

  
Signature

In the event that the above reference person authorized on behalf of the OWNER is not available to sign, please provide two alternate persons authorized to sign on behalf of the OWNER below:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature