

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

304
C



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 14, 2011

SUBJECT: Mission Boulevard Improvement Project Phase III – Findings and Project Award

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:
 - a. The construction of the Mission Boulevard Improvement Project Phase III is of primary benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area by providing adequate lighting and assist in improving the safety conditions along Mission Boulevard;
 - b. No other means of financing 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)

Robert Field

Robert Field
Executive Director

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ 550,396	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds

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

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*

County Executive Office Signature Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 4/14/11
 DATE: 3/29/11
 FORM APPROVED COUNTY COUNSEL
 BY: *Marsha L. Victor*
 MARSHA L. VICTOR
 Dept't Recmn.: ☐ Consent ☐ Policy
 Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 4.2 of 11/30/10; 4.1 of 3/29/05

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.1

RECOMMENDED MOTION: (Continued)

- c. The improvements are consistent with the Implementation Plan for the Jurupa Valley Redevelopment Project Area, which identifies road infrastructure, including the enhancement of lighting conditions, as a necessary improvement for the community;
2. Accept and award the construction contract to the lowest, responsive, and responsible bidder, Atom, Inc., in the amount of \$112,360;
3. Authorize the Chairman of the Board to sign the contract documents on behalf of the Redevelopment Agency;
4. Delegate change order authority to the Executive Director of the Redevelopment Agency, or designee, in accordance with Public Contract Code; and
5. Approve a total project budget of \$550,396.

BACKGROUND: The Mission Boulevard Improvement Project Phase III (Median Streetlights Installation) is part of the Mission Boulevard Revitalization Plan established by the Redevelopment Agency for the unincorporated community of Rubidoux. The key feature of this plan is the beautification of Mission Boulevard through the addition of new landscaping and lighting in the median and sidewalk. Phases I and II of the beautification project, which are now complete, included the design and construction of landscaped median on Mission Boulevard between Crestmore Road and Riverview Drive. Phase II includes the Rubidoux Village Downtown Streetscape plan, part of which also includes the installation of 58 decorative streetlights.

On June 29, 2010, the Board approved the plans and specifications for re-routing power to existing irrigation system and installation of additional conduits for the new streetlights for the project and authorized the Clerk of the Board to advertise the Notice Inviting Bids. The project was advertised in the Press Enterprise on December 9, 2010, and December 16, 2010; and advertised on the Riverside County Economic Development Agency website. A mandatory job walk was held on December 23, 2010. On January 10, 2011, at 2:00 p.m. five 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 JD Young Construction, Inc. (JDY), was non-responsive. The bid documents required the successful bidder to possess a "B" license and JDY does not possess a "B" license. County Counsel and Agency staff determined that the second low bid submitted by Atom, Inc., was responsive and complete.

On January 24, 2011, the Agency received a formal protest from JDY to the county's finding that JDY's bid is non-responsive. JDY contended that an "A" license, General Engineering Contractor license, should have been specified rather than a "B" license, General Building Contractor license, which stipulates that the construction involves a building structure. Under advisement by County Counsel, per Business & Professions Code Section 7059, the public entity shall choose the license classification, and under Public Contract Code Section 3300, the public entity specifies that license in the call for bids. In this case, the Notice Inviting Bids, and job walk notes, called for a "B" license and the low bidder does not possess a "B" license.

(Continued)

BACKGROUND: (Continued)

Staff recommends that the Board of Directors accept and award the construction contract to the lowest, responsive, and responsible bidder Atom, Inc., in the amount of \$112,360. 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:

Project Budget

SCE Installation of Streetlights	\$313,000
Irrigation & Streetlights Electrical Infrastructure	\$112,360
Project Management	\$75,000
Project Contingency	\$50,036
Total Project Budget	\$550,396

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
02/09/2011

PRODUCER GCIS 2910 S. Archibald Ave., Suite A160 Ontario, CA 91761		714-541-6166	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 ATOM, Inc., and A T O M Engineering Construction 40410 VISTA ROAD Hemet, CA 92544			
INSURERS AFFORDING COVERAGE			NAIC #
INSURER A: Scottsdale Insurance Company			41297
INSURER B: Truck Insurance Exchange			21709
INSURER C: Topa Insurance Company			18031
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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	Y	GENERAL LIABILITY	CPS1309419	01/11/2011	01/11/2012	EACH OCCURRENCE	\$ 2,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
		<input checked="" type="checkbox"/> 5,000 Deductible				PERSONAL & ADV INJURY	\$ 2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 3,000,000	
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 3,000,000	
B	Y	AUTOMOBILE LIABILITY	604876350	01/12/2011	01/12/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input checked="" type="checkbox"/> HIRED AUTOS						
		<input checked="" type="checkbox"/> NON-OWNED AUTOS						
		<input checked="" type="checkbox"/> No deductible applies.						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
C	N	EXCESS/UMBRELLA LIABILITY	XL 6602790	02/24/2011	01/11/2012	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input type="checkbox"/> RETENTION \$					\$	
							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below					WC STATUTORY LIMITS	OTHER		
					E.L. EACH ACCIDENT	\$		
					E.L. DISEASE - EA EMPLOYEE	\$		
					E.L. DISEASE - POLICY LIMIT	\$		
OTHER								

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

Scheduled Autos: 2004 Chevrolet 3500 1GBJC34U84E225077, 2004 Chevrolet 3500 1GBJC34424E215967

Job description: Mission Blvd. Improvement Project Phase III

The County, the Agency, their Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives are included as additional insured per forms CG 20 33 07 04 and GLS-2595s.

CERTIFICATE HOLDERCounty of Riverside
Economic Redevelopment Agency
PO BOX 1180
Riverside, CA 92502**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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.AUTHORIZED REPRESENTATIVE
Jennifer Taglieri

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS1309419	01-11-2011	ATOM, INC. AND A T O M ENGINEERING CONSTRUCTION	04027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR
CONTRACTORS SPECIAL CONDITION**

If any of the endorsements below are attached to this policy, coverage provided by the additional insured endorsement is amended to be afforded on a *primary, noncontributory or primary and noncontributory* basis when and as agreed to in writing in a contract or agreement between you and the additional insured.

Additional Insured—Owners, Lessees Or Contractors—Scheduled Person Or Organization (CG 20 10)

Additional Insured—State Or Political Subdivisions—Permits (CG 20 12)

Additional Insured—Owners, Lessees Or Contractors—Automatic Status When Required In Construction Agreement With You (CG 20 33)

Additional Insured—Owners, Lessees Or Contractors—Completed Operations (CG 20 37)

Other: (Specify title and form number)



AUTHORIZED REPRESENTATIVE



DATE

POLICY NUMBER: CPS1309419

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

OWNER / MANAGER, LESSEE OR CONTRACTOR

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE
INSURED

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

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

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.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-09-2011

GROUP:
POLICY NUMBER: 1948010-2010
CERTIFICATE ID: 30
CERTIFICATE EXPIRES: 12-01-2011
12-01-2010/12-01-2011

COUNTY OF RIVERSIDE
ECONOMIC REDEVELOPMENT AGENCY
PO BOX 1180
RIVERSIDE CA 92502-1180

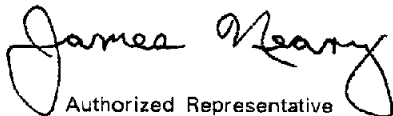
SG

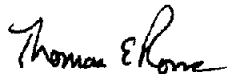
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


Authorized Representative


President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - LARRY BOYER P,T - EXCLUDED.

ENDORSEMENT #1600 - ERICK LUNA SEC - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2011-02-09 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
COUNTY OF RIVERSIDE

EMPLOYER

ATOM INC
40410 VISTA RD
HEMET CA 92544

SG

[B10,SP]

PRINTED : 02-09-2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FARMERS

E3153
1st Edition

PROJECT MGMT OFFICE
2011 MAR 24 PM 4:04

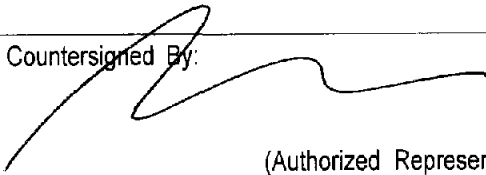
**CHANGES IN TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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

Endorsement Effective: 03/10/11	Countersigned By:  (Authorized Representative)
Named Insured: ATOM INC	

SCHEDULE

Name Of Person(s) Or Organization(s): COUNTY OF RIVERSIDE ECONOMIC REDEVELOPMENT AGENCY
Additional Premium \$

(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 does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

POLICY NUMBER: 604876350

PROJECT HCS
COMMERCIAL AUTO
CA 20 48 02 99
2011 MAR 24 PM 1:01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 03/10/2011	Countersigned By:  (Authorized Representative)
Named Insured: ATOM INC	

SCHEDULE

Name of Person(s) or Organization(s): COUNTY OF RIVERSIDE ECONOMIC REDEVELOPMENT AGENCY
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

AGREEMENT FORM

THIS AGREEMENT entered into this 10 day of February, 2011, by and between Atom, 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, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, Specific Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all contract documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor, and materials for the construction of: **Mission Boulevard Improvement Project Phase III Median Electrical Infrastructure** in strict accordance with the plans and specifications dated, October 5, 2010 prepared by MRC Engineering, Inc. hereinafter called the "Engineer", including Addendum 1 through 2 thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed **thirty (30) 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 One Hundred Twelve Thousand Three Hundred Sixty Dollars (\$112,360), being the total of the Base Bid.

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

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

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in 5 counterparts.

Type of Contractor's organization

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

IF OTHER THAN CORPORATION EXECUTE HERE

Attest: Firm Name _____

Signature _____

Address _____

Contractor's License No. _____

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation Larry Boyer

Name of Secretary of Corporation Erick Luna

Corporation is organized under the laws of the state of CA

Firm Name ATOM Inc

Signature [Signature]

Title of Office president

Address 40410 Vista del Hermit CA 92544

Contractor's License No. 951428

AFFIX
SEAL

Attest:

Deputy

Owner

By

Seal

Chairman, Board of Directors

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

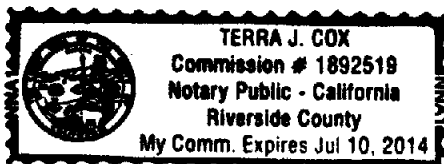
County of Riverside

On 2-10-11 before me, Terra Cox, Notary Public

Here Insert Name and Title of the Officer

personally appeared Larry Boyer Erick Luna

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Terra Cox

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement Form

Document Date: 2-10-11 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry Boyer

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: Erick Luna

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

PERFORMANCE BOND

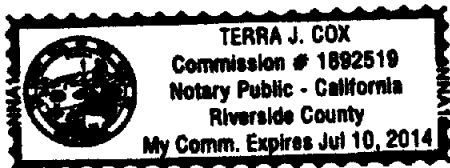
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 2-13-11 before me, Terra Cox, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Larry Boyer
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Terra Cox
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: 2-8-11 Number of Pages: 1

Signer(s) Other Than Named Above: Michael D. Stong

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry Boyer

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 2/8/11 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

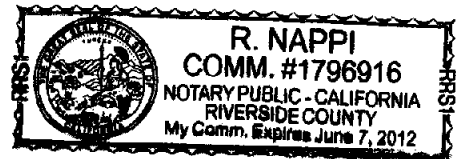
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi
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

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

BOND NUMBER 6708074
PREMIUM INCLUDED IN PERFORMANCE BOND
EXECUTED IN FIVE COUNTERPARTS

PAYMENT BOND

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

The makers of this bond are ATOM, INC., as Principal and Original Contractor, and FIRST NATIONAL INSURANCE *, 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 _____, between Principal and _____, a public entity, as Owner, for \$ 113,979.00 - - -, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of MISSION BOULEVARD IMPROVEMENT PROJECT PHASE III, MEDIAN ELECTRICAL INFRASTRUCTURE

*COMPANY OF AMERICA

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, 4250 and 3252 of said Code. Without notice, Surety consents to extension of time or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED: FEBRUARY 8, 2011

ATOM, INC.

Original Contractor - Principal

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

Surety

By _____

By [Signature]
MICHAEL D. STONE Its Attorney in Fact
(Corporate Seal)

Title _____

President Larry Boyer
(If corporation, affix seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

SURETYS ACKNOWLEDGMENT

On _____, before me personally appeared _____, known to me to be the person whose name is subscribed to the _____ within instrument as _____ attorney in fact of _____, a corporation, and acknowledged that he subscribed the name of said corporation thereto, and his own as its attorney in fact.

Notary Public (Seal)

Approved as to form:

Agency Counsel

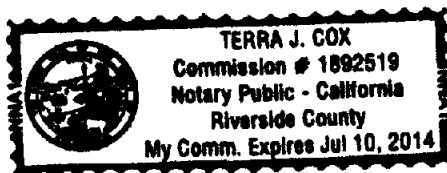
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 2-13-11 before me, Terra Cox, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Larry Boyer
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Terra Cox
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: 2-8-11 Number of Pages: 1

Signer(s) Other Than Named Above: Michael D. Stang

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry Boyer

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 2/8/11 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

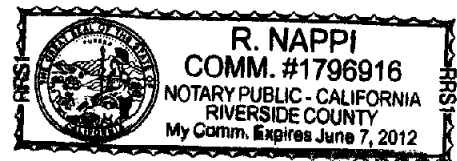
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **ROSEMARY NAPPI, JEREMY PENDERGAST, MICHAEL D. STONG, ALL OF THE CITY OF RIVERSIDE, STATE OF CALIFORNIA**.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of July, 2010.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY



On this 6th day of July, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 8th day of February, 2010.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.