

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

729C



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 28, 2011

SUBJECT: Temescal Valley Regional Sports Park – Findings and Funding Agreement

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Section 33445 of the Health and Safety Code:
 - a) The Temescal Valley Sports Park Project is of benefit to the El Cerrito/Temescal Canyon Sub-Area of the 1-1986 Redevelopment Project Area by assisting in the elimination of physical and economic blighting conditions in the vicinity of the El Cerrito/Temescal Canyon Sub-Area by providing a new sports park facility;
 - b) No other reasonable 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;

REVIEWED BY CIP
Christopher Hans
Christopher Hans

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 6,305,173	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: 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 DATE: 5/11/11
 BY: Samuel Wong
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BY: Anita C. Willis
 DATE: 4-27-11
 ANITA C. WILLIS
 Policy Policy
 Consent Consent
 Dept's Recomm.: Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

- a) 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 park and recreational facilities; and
2. Approve and authorize the Chairman of the Board of Directors to execute the attached agreement between the County of Riverside and the Redevelopment Agency for the County of Riverside, providing \$6,305,173 in redevelopment funds for the construction of the Temescal Valley Regional Sports Park

BACKGROUND:

The Temescal Valley Regional Sports Park (project) is located in unincorporated Riverside County and within Specific Plan #256 (Sycamore Creek) at 25655 Santiago Canyon Road. The 25-acre sports park facility will include playground areas, picnic areas, two lighted baseball/softball diamond, two basketball courts, one tennis court, seven soccer fields, regional trail, skateboard and dog park. The park will include a parking lot, restroom building, concession stand building, perimeter fencing, landscaping, and other related improvements.

On September 14, 2010 the Board of Supervisors approved the plans and specifications for the project and authorized the Clerk of the Board to advertise for bids. On January 27, 2011, a total of 60 contractors attended the mandatory job walk for the project. On February 17, 2011 at 10:00 a.m., 20 bids were received. Initially, Valley Crest Landscape Development, Inc. was the apparent low bidder. However, after further review County Counsel determined the bid to contain discrepancies which caused Valley Crest to no longer be the apparent low bidder. The discrepancies in Valley Crest's bid is not interpreted to be a minor irregularity and, if accepted, can result in Valley Crest receiving an unfair competitive advantage over other bidders and therefore should not be waived. Soltek Pacific Construction Company was the second low bidder. After review of Soltek's bid, County Counsel determined them to be both responsive and responsible. Staff recommends that the Board award the construction contract to Soltek Pacific Construction Company in the amount of \$7,104,074.

The revised total project budget is as follows:

PROJECT BUDGET:

Construction	\$7,104,074
Project Management	\$175,000
Inspection and Miscellaneous Costs	\$400,000
Utility and Development Fees	\$300,000
Construction Management Costs	\$335,360
Architectural and Engineering Services Design Fees	\$354,275
MSHCP Fees	\$178,119
Project Contingency	\$990,739
Total:	\$9,837,567

(Continued)

BACKGROUND: (Continued)

On November 9, 2010 the Board approved the use of redevelopment funds from 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/ Temescal Canyon Sub-Area to fund the construction of the project. After further review, there is available funding in Quimby CSA 152B to be used in conjunction with redevelopment funds. Of the available funding, \$3,000,000 is being requested to be used for this purpose. Once the money is allocated, it will be used to pay for construction related services such as general construction costs, owner's representative/construction management fees, testing, inspection and project management fees.

Therefore, the source of funds for the total project budget is broken down as follows:

SOURCE OF FUNDS:

Quimby CSA 152B Funds:	\$ 3,000,000
Redevelopment Funds:	
a) Design Fees & MSHCP Fees	\$ 532,394
b) Construction Fees	\$ 6,305,173
<hr/> Total Project Budget:	<hr/> \$ 9,837,567

The attached agreement between the County of Riverside and the Redevelopment Agency for the County of Riverside provides \$6,305,173 in 1-1986 Redevelopment Project Area Capital Improvement Funds – El Cerrito/Temescal Canyon Sub-Area for costs related to the construction of the project. County Counsel has approved the agreement as to form. Staff recommends the Board approve the agreement and consent to the expenditure of redevelopment funds for the construction of the project.

ATTACHMENTS:

Agreement between the County of Riverside and the Redevelopment Agency for the County of Riverside

1 **WHEREAS**, pursuant to Section 33125 of the California Health and Safety Code,
2 the AGENCY is authorized to make and execute contracts and other instruments
3 necessary or convenient to the exercise of its powers; and

4 **WHEREAS**, the PROJECT is located in unincorporated Riverside County at
5 25655 Santiago Canyon Road and will include playground areas, picnic areas, two
6 lighted baseball/softball diamond, two basketball courts, one tennis court, seven soccer
7 fields, regional trail, skateboard and dog park.

8 **WHEREAS**, the AGENCY and the COUNTY have determined that there is a
9 need for the PROJECT, which will accommodate existing and future recreational needs
10 of the PROJECT AREA; and

11 **WHEREAS**, the property is located one and one half miles outside the PROJECT
12 AREA; and

13 **WHEREAS**, the AGENCY agrees to fund a portion of the COUNTY's actual costs
14 associated with the construction of the PROJECT using redevelopment funds.

15 **WHEREAS**, the COUNTY will secure the remaining balance of funds necessary
16 to pay for the remaining actual costs associated with the construction of the PROJECT.

17 **NOW, THEREFORE**, in consideration of the covenants, conditions and
18 provisions contained herein, the parties hereto do hereby mutually agree as follows:

19 **SECTION 1. Purpose of AGREEMENT.** The purpose of this AGREEMENT is
20 to set forth the terms and conditions by which AGENCY will provide Six Million Three
21 Hundred Five Thousand, One Hundred and Seventy-Three Dollars (\$6,305,173) in
22 redevelopment funds with the express purpose of funding a portion of the COUNTY's
23 actual costs associated with the construction of the PROJECT.

24 **SECTION 2. Location of the Project.** The project site is located in the
25 unincorporated community of El Temescal in the County of Riverside whose address is
26 25655 Santiago Canyon Road, Corona, CA 92883.

27 **SECTION 3. Scope of Work.** The construction of the PROJECT and its
28 associated costs are the result of services rendered during construction that include,
but not limited to, general construction fees, construction management, project

1 management, testing, and inspection.

2 **SECTION 4. Payment.** AGENCY shall provide assistance of funds to the
3 COUNTY in an amount not to exceed Six Million Three Hundred Five Thousand, One
4 Hundred and Seventy-Three Dollars (\$6,305,173) in redevelopment funds which shall
5 constitute the full and complete financial obligation of the AGENCY. The AGENCY
6 shall provide such funding to the COUNTY within thirty (30) days of receipt of a written
7 invoice from COUNTY requesting the release of said funds for construction.

8 **SECTION 5. Permits.** COUNTY agrees to obtain, secure or cause to be
9 secured any and all permits and/or clearances which may be required by the COUNTY
10 or any other federal, state or local governmental or regulatory agency relating to the
11 Project.

12 **SECTION 6. Principal Contact Persons.** The following individuals are hereby
13 designated to be the principal contact persons for their respective parties:

14 AGENCY: Aurelio Aguirre, Regional Manager
15 Redevelopment Agency for the County of Riverside
16 3403 10th Street, 4th Floor,
17 Riverside, CA 92501
18 (951) 955-6682

19 COUNTY: Economic Development Agency
20 3403 10th Street, 4th Floor,
21 Riverside, Ca 92501
22 Attn: Jason Plotkin, Project Manager
23 (951) 955-0169

24 **SECTION 7. Conflict of Interest.** No member, official or employee of
25 AGENCY or COUNTY shall have any personal interest, direct or indirect, in this
26 AGREEMENT nor shall any such member, official or employee participate in any
27 decision relating to this AGREEMENT which affects his or her personal interests or the
28 interests of any corporation, partnership or association in which he or she is directly or

1 indirectly interested.

2 **SECTION 8. Interpretation and Governing Law.** This AGREEMENT and any
3 dispute arising there under shall be governed and interpreted in accordance with the
4 laws of the State of California. This AGREEMENT shall be construed as a whole
5 according to its fair language and common meaning to achieve the objectives and
6 purposes of the Parties hereto, and the rule of construction to the effect that
7 ambiguities are to be resolved against the drafting party shall not be employed in
8 interpreting this AGREEMENT, all parties having been represented by counsel in the
9 negotiation and preparation hereof.

10 **SECTION 9. No Third Party Beneficiaries.** This AGREEMENT is made and
11 entered into for the sole protection and benefit of the parties hereto. No other person
12 or entity shall have any right of action based upon the provisions of this AGREEMENT.

13 **SECTION 10. Indemnification.** COUNTY shall indemnify and hold the
14 AGENCY, and its Board of Directors, employees, officers, managers and agents
15 harmless from any and all loss, damage, claim for damage, liability, expense or cost,
16 including attorneys' fees, which arises out of, or is related to, or is in any manner
17 connected with, the performance of work, activities, operations or duties of COUNTY,
18 its construction contractor, or anyone employed by or working under either of them,
19 and from all claims by anyone employed by, or working under COUNTY, or its
20 construction contractor, for services rendered to COUNTY in the performance of this
21 AGREEMENT, notwithstanding that the AGENCY may have benefited from their
22 services. This indemnification provision shall apply to any acts or omissions, willful
23 misconduct or negligent conduct, whether active or passive, on the part of COUNTY or
24 of anyone employed by, retained by, or working under COUNTY. The parties
25 expressly agree that this Section shall survive the expiration or early termination of the
26 AGREEMENT.

27 **SECTION 11. Insurance** COUNTY shall cause COUNTY'S
28 Contractor/Consultant to maintain in force, until completion and acceptance of the

1 PROJECT, a policy of Contractual Liability Insurance, including coverage of Bodily
2 Injury Liability and Property Damage Liability; in the amount of \$1,000,000 minimum
3 single limit coverage, and a policy of Automobile Liability Insurance in the amount of
4 \$1,000,000 minimum. Endorsements to each policy shall be required which name the
5 AGENCY, its officers, directors, officials, agents and employees as additionally
6 insured. COUNTY shall also require COUNTY's Contractors/Consultant to maintain
7 Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance
8 and Additional Insured Endorsements which meet the requirements of this section to
9 AGENCY prior to start of construction.

10 **SECTION 12. Section Headings.** The Section headings herein are for the
11 convenience of the Parties only and shall not be deemed to govern, limit, modify or in
12 any manner affect the scope, meaning or intent of the provisions or language of this
13 AGREEMENT.

14 **SECTION 13. Entire AGREEMENT.** This AGREEMENT is intended by the
15 Parties hereto as a final expression of their understanding with respect to the subject
16 matter hereof and as a complete and exclusive statement of the terms and conditions
17 thereof and supersedes any and all prior and contemporaneous AGREEMENT's and
18 understandings, oral or written, in connection therewith. Any amounts to or clarification
19 necessary to this AGREEMENT shall be in writing and acknowledged by all Parties to
20 the AGREEMENT.

21 **SECTION 14. Amendments to the AGREEMENT.** This AGREEMENT shall
22 not be amended unless mutually agreed upon by and between the parties and shall be
23 incorporated in written amendments to this AGREEMENT.

24 **SECTION 15. Successors and Assigns.** This AGREEMENT shall inure to
25 the benefit of, and be binding upon, the successors, executors, administrators, legal
26 representatives and assigns of the parties hereto.

27 **SECTION 16. Termination by Agency.** Agency shall have the right to
28 terminate this AGREEMENT in the event COUNTY fails to perform, keep or observe

1 any of its duties or obligations hereunder; provided however, that COUNTY shall have
2 thirty (30) days in which to correct such breach or default after written notice thereof
3 has been served on it by Agency.

4 **SECTION 17. Termination by COUNTY.** COUNTY shall have the right to
5 terminate this AGREEMENT in the event AGENCY fails to perform, keep or observe
6 any of its other duties or obligations hereunder; provided however, that AGENCY shall
7 have thirty (30) days in which to correct such breach or default after written notice
8 thereof has been served on it by COUNTY.

9 **SECTION 18. Independent Contractor.** COUNTY and its agents,
10 servants, employees and subcontractors shall act at all times in an independent
11 capacity. COUNTY during the term of this AGREEMENT, and shall not act as, and
12 shall not be, nor shall they in any manner be construed to be agents, officers or
13 employees of AGENCY, and further, COUNTY, its agents, servants, employees and
14 subcontractors, shall not in any manner incur or have the power to incur any debt,
15 obligation, or liability against the AGENCY.

16 **SECTION 19. Jurisdiction and Venue.** Any action at law or in equity
17 arising under this AGREEMENT or brought by a party hereto for the purpose of
18 enforcing, construing or determining the validity of any provision of this AGREEMENT
19 shall be filed in Riverside County, and the parties hereto waive all provisions of law
20 providing for the filing, removal or change of venue to any other court of jurisdiction.

21 **SECTION 20. Severability.** Each paragraph and provision of this
22 AGREEMENT is severable from each other provision, and if any provision or part
23 thereof is declared invalid, the remaining provisions shall remain in full force and effect.

24 **SECTION 21. Waiver.** Failure by a party to insist upon the strict
25 performance of any of the provisions of this AGREEMENT by the other party, or failure
26 by a party to exercise its rights upon the default of the other party, shall not constitute a
27 waiver of such party's right to insist and demand strict compliance by the other party
28 with the terms of this AGREEMENT thereafter.

1 **SECTION 22. Authority to Execute.** The persons executing this
2 AGREEMENT or exhibits attached hereto on behalf of the parties to this AGREEMENT
3 hereby represent that they have the authority to bind the respective parties to this
4 AGREEMENT to the performance of its obligations hereunder.

5 **SECTION 23. Assignment.** COUNTY shall not assign or transfer in any
6 other form with respect to this AGREEMENT without the prior written approval of the
7 AGENCY.

8 **SECTION 24. Nondiscrimination.** Consultant shall ensure that there
9 shall be no discrimination against or segregation of any person, or group of persons,
10 on account of sex, marital status, race, religion, color, creed, national origin, ancestry,
11 sex, physical condition or age, in the performance of this Agreement and that
12 Consultant, Contractor, or any person claiming under or through the AGENCY shall not
13 establish or permit any such practice or practices of discrimination or segregation.

14 **SECTION 25. Amendments to the Agreement.** Amendments to this
15 AGREEMENT must be approved by the AGENCY'S Board of Directors and the
16 COUNTY Board of Supervisors. All Amendments must be in writing and signed by
17 both parties.

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IN WITNESS WHEREOF, AGENCY and COUNTY have executed this AGREEMENT
as of the date first above written.

**REDEVELOPMENT AGENCY
FOR THE COUNTY OF RIVERSIDE**

COUNTY OF RIVERSIDE

By: _____
Bob Buster
Chairman, Board of Directors

By: _____
Bob Buster
Chairman

ATTEST:

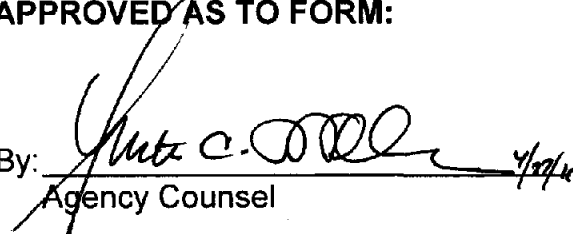
ATTEST:


By: _____
Kecia Harper-Ihem, Clerk of the Board

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  4/27/11
Agency Counsel

By:  5/20/11
County Counsel

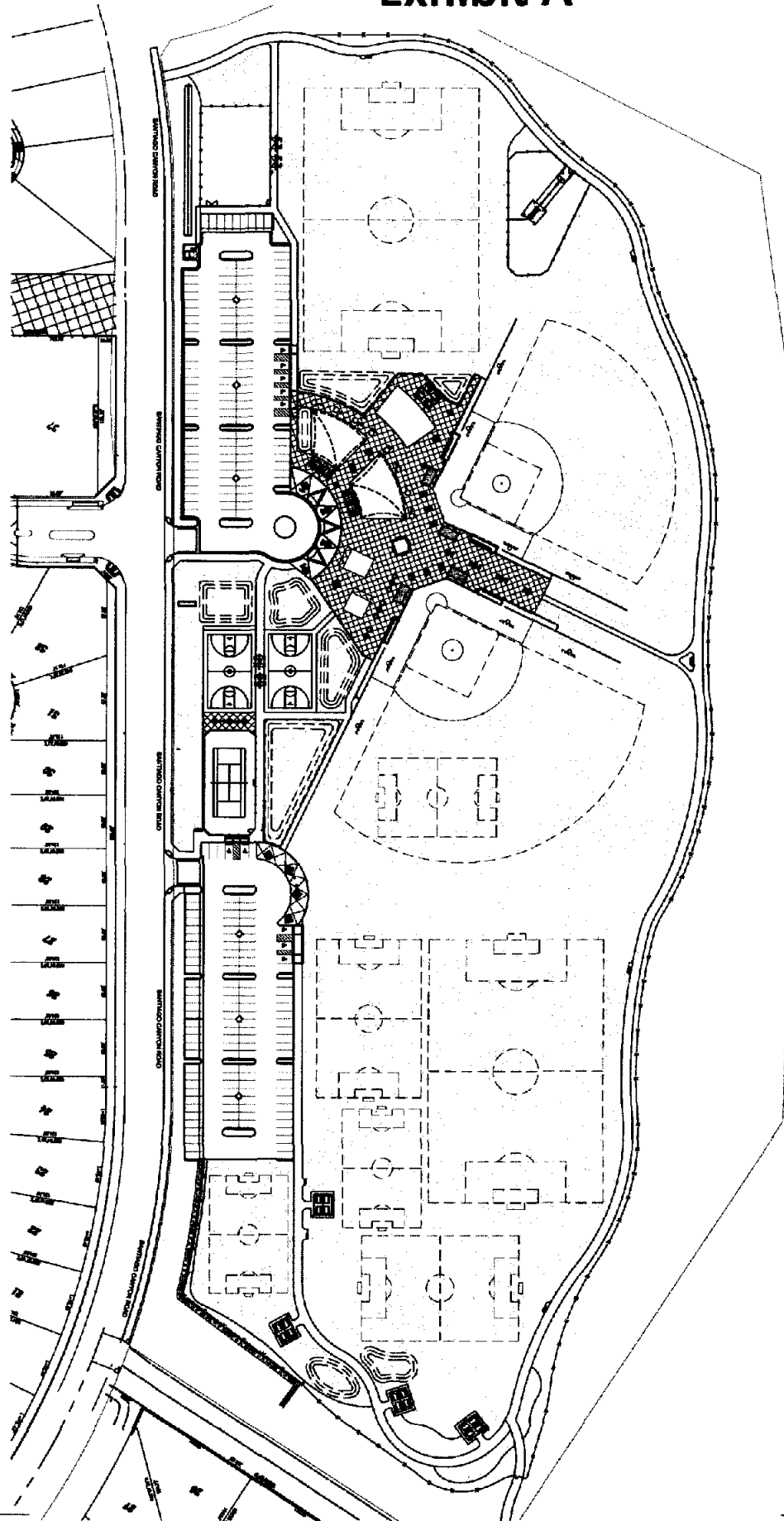
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EXHIBIT A
LOCATION OF PROJECT

Exhibit A

COUNTY OF RIVERSIDE TEMESCAL VALLEY SPORTS PARK



**DAVID EVANS
AND ASSOCIATES, INC.**
4201 CHERRY STREET, SUITE 200
COSTA MESA, CA 92626
Phone: 949.441.1770
06-11-2008

1 "A", "A-1", and "A-2" attached hereto and incorporated herein by this reference."

2 **B.** All references in the Agreement to Exhibit "A" and "A-1" are hereby amended to refer to
3 Exhibit "A", "A-1", and "A-2" wherever Exhibit "A" is now referenced.

4 **C. Section IV. A.1. of the Agreement** is hereby amended in its entirety to read as follows:

5 "IV.A.I. For the services hereinabove required, the COUNTY shall pay to the CONSULTANT,
6 in the manner hereinafter provided, a fee of Seven Hundred Five Thousand, One Hundred and Thirty-
7 Five Dollars (\$705,135), as outlined in Exhibit "A", "A-1" and "A-2" attached hereto and incorporated
8 herein by this reference, and shall be paid as provided in paragraph IV,C, Payment."

9 **D. Section XI. MISCELLANEOUS PROVISIONS, subsection A.** is hereby amended in
10 its entirety to read as follows:

11 "The term of this Agreement shall be until March 2012. This Agreement may be terminated by
12 COUNTY for any reason (with or without cause) upon giving fourteen (14) days written notice to
13 CONSULTANT."

14
15 IN WITNESS WHEREOF, the CONSULTANT and COUNTY have executed this Amendment as of the
16 date first written above.

17 COUNTY OF RIVERSIDE

DAVID EVANS & ASSOCIATES INC.

18
19
20 _____
21 Bob Buster, Chairman
22 Board of Supervisors

23 _____
24 Gabriel Rodriguez, P.E.
25 Senior Associate

26 _____
27 CARMELA RODRIGUEZ / SENIOR ASSOCIATE
28 (name and title)

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By _____
Deputy

JEFFREY K. RUPP / VICE PRESIDENT

EXHIBIT "A-2"



DAVID EVANS
AND ASSOCIATES INC.

SCOPE OF SERVICES – TEMESCAL VALLEY SPORTS PARK CONSTRUCTION MANAGEMENT

Task 1 - Pre-Construction Meeting

DEA will notify all invitees in addition to preparing and distributing an agenda. DEA will conduct a pre-construction meeting and prepare meeting minutes/action items. DEA will distribute the meeting minutes for review within 48-hours of the pre-construction meeting.

Deliverables: Sign in sheet and meeting minutes.

Task 2 - Construction Management and Monitoring

As EDA's representative, DEA will provide construction management services including: construction meetings with EDA staff, the general contractor and subcontractors; monitoring the progress and quality of the work; monitoring and reviewing the project schedule weekly; ensuring that construction is proceeding in accordance with the contract documents; and overall site observation to observe the progress of construction. DEA will prepare contract change orders and will provide recommendations regarding any change order request submitted by the contractor or his/her subcontractors. DEA will log and track request for information and material/shop drawing submittals. DEA's construction managers are SWPPP certified and will monitor the contractor's placement and maintenance of best management practices (BMP's). Based on our experience with EDA public improvement projects, County Transportation will provide construction inspection for the street improvements within public right-of-way on Santiago Canyon Road. Fees for this task are based upon an average of 24-hours per week by a construction manager for a period of 52-weeks.

Deliverables: Construction management as noted above.

Task 3 - Compaction and Materials Testing Coordination

DEA will contract with Converse Consultants to provide compaction and materials testing to verify the contractor's methods and materials are in accordance with the plans and specifications. Converse's scope is included as Attachment "A".

Deliverables: Two (2) copies of concrete strength tests, grading report and post grading report to be included in the field file which will be provided to EDA upon acceptance of the project by the County.

Task 4 - Acceptance Inspection

DEA's construction manager will facilitate a final walk-through and prepare a project punch list of deficiencies that documents items to be completed prior to County acceptance of the completed project. DEA will schedule and facilitate a second walk through to determine that the punch list was completed.

Deliverables: Two (2) copies and digital copy of the punch list.

Task 5 - Record Drawing Review and Coordination

DEA will review and approve as-built plans prepared by the contractor. This task is for review only and does not include time for as-built preparation.

Deliverables: One reproducible set of As-Built drawings provided by the contractor.



Task 6 - Job Walk/Warranty Recommendations

DEA's construction manager will facilitate a final job walk one month prior to the conclusion of the contractor's one year warranty period to make recommendations for repairs and / or modifications as appropriate.

Deliverables: Two (2) copies and digital copy of warranty recommendations indicating necessary modifications prior to final acceptance by the County.

EXCLUSIONS

- Design services
- Bid assistance
- Constructability review
- Traffic control plan
- Storm water pollution prevention plan
- As-built preparation
- Any task not listed in the above scope of services.

FEES

DEA proposes to complete the scope of services based on the fees shown on the attached fee schedule. Invoices will be due and payable within thirty (30) days, and will be sent monthly based upon time and material. This proposal is valid for ninety (90) days.

Mileage, delivery costs such as Federal Express charges, and the cost of prints/reproductions are **not** included in our fixed fee. All such costs are "reimbursable" items and will be shown separately on your invoice and billed to you at cost plus 10 percent. For budgetary purposes an **estimate** of reimbursable costs is shown on the attached fee schedule.

EXTRAS

Any service requested which does not fall within the scope of work task listed herein, or any duplication of work due to changes desired by the owner, will be performed on an "Extra Services" basis. Extra services will not begin until a signed contract or addendum is received from the client.

ATTACHMENT "A"

January 14, 2011

Mr. Gabriel Rodriguez
Civil Practice Leader
David Evans and Associates
4200 Concours, Suite 200
Ontario, CA 92764

Subject: **DRAFT SCOPE OF WORK AND COST ESTIMATE TO PROVIDE
GEOTECHNICAL AND SPECIAL INSPECTION SERVICES DURING
GRADING AND CONSTRUCTION**
Temescal Valley Regional Sports Park
Santiago Canyon Road
Temescal Valley, Riverside County, California
Converse Project No. 07-81-364-00 (30)

Dear Mr. Rodriguez:

Enclosed is our anticipated scope of work and cost estimate to provide geotechnical and special inspection services during grading and construction of the Temescal Valley Regional Sports Park. Our scope of work is based on the information you provided on January 14, 2011 via a phone discussion.

SITE/PROJECT DESCRIPTION

The proposed Temescal Valley Regional Sports Park site is located at the southwest corner of Santiago Canyon Road and Sunflower Lane, in the community of Temescal Valley, Riverside County, California.

The proposed park will include the following components:

- One Restroom Building
- Several Picnic Shelters
- Fabric Shade Canopies on Metal Posts (with footings)
- Two Play Equipment Areas
- Two dog park areas
- Two Basketball Courts
- One Tennis Court
- One Water Play Area
- One Skate Board Area
- Two Baseball Fields
- One Soccer Field
- Two Parking Lots

- Concrete Paving
- Various Types of Fencing

COST ESTIMATE

Our scope of work and cost estimate is generally based on the testing requirements indicated in the project plan and specification, contractor's construction schedule and progress. Since this information is not available, our scope and cost is a preliminary estimate and will likely vary. We have used our experience on prior projects to develop the scope of work and cost.

Field Services

Type of Service	Unit	Total Units (estimate)	Unit Rate (\$)	Total Cost
Soils Technician to observe and test during grading, post-grading, concrete placement, pavement construction and miscellaneous	Hr	640	85	\$54,400.00
Sample Pick-up	Hr	16	50	\$800.00
Subtotal				\$55,200.00

Laboratory Testing

Type of Test	Unit	Total Units	Unit Rate (\$)	Total Cost
Maximum Dry Density-Optimum Moisture Relationship of soils and aggregate	Test	8	125	\$1,000.00
Expansion Index	Test	4	80	\$320.00
Sieve Analysis	Test	4	80	\$320.00
Extraction and Gradation	Test	2	150	\$300.00
Marshall Density	Test	2	150	\$300.00
Concrete	Cylinder	30	22	\$660.00
Subtotal				\$2,900.00



Report Preparation and Office Support

Type of Service	Unit	Total Units	Unit Rate (\$)	Total Cost
Grading Report	Lump Sum	1	2,000	\$2,000.00
Post-Grading	Lump Sum	1	1,000	\$1,000.00
Project Management (registered engineer)	Hr	20	100	\$2,000.00
Principal-in-Charge	Hr	6	150	\$900.00
Support Staff	Hr	20	50	\$1,000.00
Subtotal				\$6,900.00

TOTAL COST SUMMARY

FIELD SERVICES	\$55,200.00
LABORATORY TESTING	\$2,900.00
REPORT PREPARATION AND OFFICE SUPPORT	\$6,900.00
TOTAL COST	\$65,000.00

Our services will be performed on a time-and-materials basis in accordance with the unit rates indicated, and/or *Schedule of Fees*, copies of which are attached and form a part of this proposal.

CONDITIONS

When full-time observation by a Converse representative is not required, the testing services described above will be performed on a test-results-only basis at the request of your authorized representative, who will be responsible for coordinating our services with the construction schedule. All requests for field services should be received by this office not less than one working day (24 hours) prior to the time the services are to be performed.

- The contractor and/or client will be responsible for excavating and backfilling all test location sites.
- The hourly rates are based on an eight-hour day on-site. Overtime will be charged at 1.5 times the regularly hourly rates.
- Minimum show up time will be two hours for scheduled services.



Converse Consultants

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- We will assess a minimum four-hour charge for services less than four hours and eight hours for services between four and eight hours.
- **It is understood by both contracting parties that this is a prevailing wage project as defined in Labor Code Sections 1770-1780.**
- Our field representative will not direct, supervise or lay out the work of the contractor. Our services will not include a review of the contractor's safety measures on or near the job site.
- Converse field reports will be provided to your authorized representative in the field on a daily basis as the testing is completed. The field reports will summarize test results and time charged per day, and document work performed.
- Should additional services be required other than those presented herein, we will discuss the matter with you. If requested, we will prepare a detailed proposal and cost estimate for such services. Additional services will not be performed without prior written authorization.

We understand that our services will be subject to prevailing wage. Please do not hesitate to contact the undersigned at (909) 796-0544 if you have any questions or wish to discuss this proposal in greater detail. We appreciate the opportunity to submit this proposal to the DEA and Riverside County Economic Development Agency.

CONVERSE CONSULTANTS

Hashmi Quazi, Ph.D., P.E., G.E.
Principal Engineer/Regional Manager

Dist.: 1/Addressee
Encl.: *Schedule of Fees and General Conditions*
HSQ/dne



AGREEMENT FORM

THIS AGREEMENT entered into this ____ day of _____, 2011, by and between Solpac Construction, Inc. dba: Soltek Pacific Construction Co., hereinafter called the "Contractor" and the Economic Development 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, 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: I in strict accordance with the plans and specifications dated, November 18, 2010, prepared by David Evans and Associates Inc., 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 **two hundred seventy (270)** 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 SEVEN MILLION ONE HUNDRED AND FOUR THOUSAND AND SEVENTY FOUR DOLLARS (\$7,104,074), being the total of the Base Bid and Alternate Items II-A, II-B, II-C, II-D, II-E, & II-F.

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 Workmen's' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

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

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

CEO

Name of President of Corporation Stephen W. Thompson

Name of Secretary of Corporation Kevin M. Cammell

Corporation is organized under the laws of the state of California

Firm Name Solpac Construction, Inc. dba

Solpac Pacific Construction Co.

Signature _____

Title of Office CEO

Address 2424 Congress Street San Diego, CA 92110

Contractor's License No. 886641

AFFIX
SEAL

Attest:

Deputy

Owner

By

Seal

Chairman, Board of Directors

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

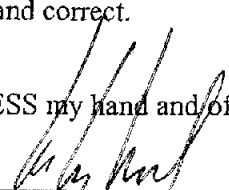
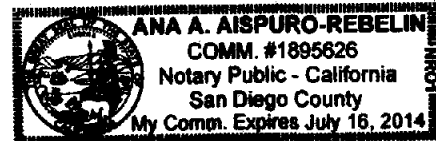
On March 28, 2011 before me, Ana A. Aispuro-Rebelin, Notary Public
(Here insert name and title of the officer)

personally appeared Stephen W. Thompson

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

(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

PERFORMANCE BOND

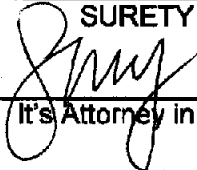
The makers of this bond, Solpac Construction, Inc. dba: Soltek Pacific Construction Company, as Principal, and Safeco Insurance Company of America, as Surety, are held and firmly bound unto Economic Development Agency for the County of Riverside, hereinafter called the Owner, in the sum of \$ 7,104,074.00, Seven Million One Hundred Four Thousand Seventy Four and 00/100 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.

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated _____, 20____, for the construction of Temescal Valley Regional Sports Park - ED1204100312 in accordance with plans and specifications, dated November 18, 2010.

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 life of any guaranty 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 hereafter 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, and change in compensation or prepayment under said contract.

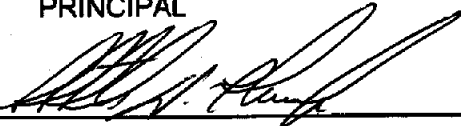
DATED:
March 28, 2011

Safeco Insurance Company of America

By 
It's Attorney in Fact - Sarah Myers

Solpac Construction, Inc. dba: Soltek Pacific Construction Company

PRINCIPAL

By 
Stephen W. Thompson

Title CEO
(If corporation, affix seal)

(NOTE: This bond must be executed by both parties, with corporate seals affixed. All signatures must be acknowledged. Attach acknowledgments.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

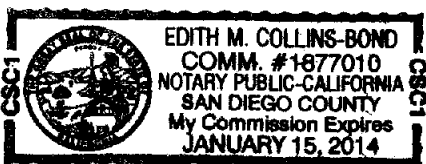
State of California

County of San Diego

On MAR 28 2011 before me, Edith M. Collins-Bond, Notary Public

personally appeared Sarah Myers

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~~ 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 PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Edith M. Collins-Bond
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Signer(s) other than named above

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco 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 **JAMES BALDASSARE, JR., LAWRENCE F. MCMAHON, SARAH MYERS, CHARLOTTE AQUINO, MARIA GUISE, ALL OF THE CITY OF SAN DIEGO, 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 **ONE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 100,000,000.00*****)** 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 Safeco 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 Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of January, 2011



SAFECO INSURANCE COMPANY OF AMERICA

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco 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 Safeco 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.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco 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 Safeco 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 Safeco 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 MAR 28 2011 day of _____



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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On March 28, 2011 before me, Ana A. Aispuro-Rebelin, Notary Public
(Here insert name and title of the officer)

personally appeared Stephen W. Thompson

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.

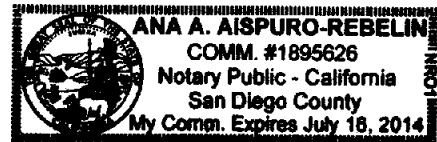
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

 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

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- 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 here) 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

PAYMENT BOND

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

Solpac Construction, Inc. dba:

The makers of this bond are Soltek Pacific Construction Company, as Principal and Original Contractor, and Safeco Insurance Company of America, 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 ^{Economic Development Agency for the} County of Riverside, a public entity, as Owner, for \$ 7,104,074.00 (*), the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of Construction of Temescal Valley Regional Sports Park - ED1204100312

*(Seven Million One Hundred Four Thousand Seventy Four and 00/100 Dollars)

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 or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED: March 28, 2011

Safeco Insurance Company of America

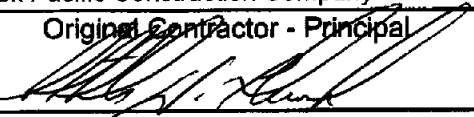
Surety

By 
Att's Attorney in Fact - Sarah Myers

(Corporate Seal)

Solpac Construction, Inc. dba:
Soltek Pacific Construction Company

Original Contractor - Principal

By 
Stephen W. Thompson

Title CEO
(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.

**Please see attached All-Purpose Acknowledgment
Notary Public (Seal)

Approved as to form:

Agency Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

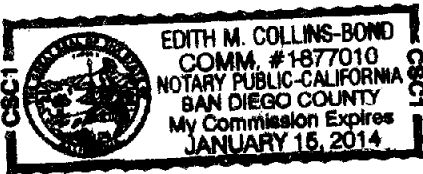
On MAR 28 2011 before me, Edith M. Collins-Bond, Notary Public

personally appeared Sarah Myers

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~~ 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 PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Edith M. Collins-Bond
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)
- MEMBER of LLC
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: _____

Title or Type of Document

Number of Pages

Date of Document

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Signer(s) other than named above

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4320433

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.

**SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco 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 **JAMES BALDASSARE, JR., LAWRENCE F. MCMAHON, SARAH MYERS, CHARLOTTE AQUINO, MARIA GUISE, ALL OF THE CITY OF SAN DIEGO, 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 **ONE HUNDRED MILLION AND 00/100***** DOLLARS (\$ 100,000,000*****)** 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 Safeco 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 Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of January, 2011.



SAFECO INSURANCE COMPANY OF AMERICA

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of January, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco 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 Safeco 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.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco 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 Safeco 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 Safeco 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 MAR 28 2011 day of _____



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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

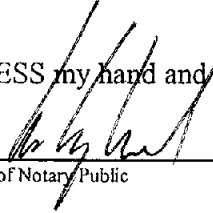
County of San Diego

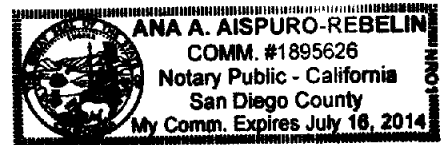
On March 28, 2011 before me, Ana A. Aispuro-Rebelin, Notary Public
(Here insert name and title of the officer)

personally appeared Stephen W. Thompson

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

(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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2011

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).

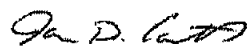
PRODUCER Alliant Insurance Services, Inc. 701 B Street 6th Floor San Diego CA 92101	CONTACT NAME: Jim Castle		
	PHONE (A/C, No, Ext): 619-238-1828	FAX (A/C, No): 619-699-2103	
E-MAIL ADDRESS: jcastle@alliantinsurance.com			
PRODUCER CUSTOMER ID #:			
INSURED Solpac Construction, Inc. Soltek Pacific Construction Co. 2424 Congress Street San Diego CA 92110	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Comp		16535
	INSURER B: American Guarantee & Liability		26247
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 2045749887 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL0596382703	1/1/2011	1/1/2012	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP596382703	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			AUC596381903	1/1/2011	1/1/2012	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A	WC596382803	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Builders Risk Special Form			CRT0464732200	3/25/2011	12/20/2011	Limit	7,104,074
							Deductible	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Temescal Valley Sports Park - 25655 Santiago Canyon Rd, Corona, CA 92883
County of Riverside, the Agency, their director's officers, special districts, supervisors, employees, agents or representatives are named as additional insured per the attached forms.
See Attached...

CERTIFICATE HOLDER County of Riverside Economic Development Agency P O Box 1180 Riverside CA 92502	CANCELLATION 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 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Solpac Construction, Inc. Soltek Pacific Construction Co. 2424 Congress Street San Diego CA 92110	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Cancellation endorsements provided.
Soltek Job #866

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GL0596382703	01-01-2012	01-01-2011			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, 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; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

- D. The insurance provided to the additional insured person or organization does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:
This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:
This insurance is excess over:
Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

**Additional Insured-Owners, Lessees or
Contractors (Primary Insurance)**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem.	Return Prem.
GLO596382703	01-01-2011	01-01-2012	01-01-2011		\$	\$

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Form

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE PRIMARY ADDITIONAL INSURED COVERAGE.

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

SECTION II - WHO IS AN INSURED is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance 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. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

POLICY NUMBER: GLO596382703

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

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

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

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

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

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 01-01-2011

(DATE)

at 12:01 A.M. standard time, forms a part of

Policy No. WC596382803

Endorsement No.

of the ZURICH AMERICAN INSURANCE COMPANY

(NAME OF INSURANCE COMPANY)

Issued to SOLPAC, INC. DBA: SOLTEK PACIFIC
Premium (if any) \$

Authorized Representative

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

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization	Schedule	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION		ALL CALIFORNIA OPERATIONS

POLICY NUMBER: GLO 596382703

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Policy No. BAP596382703
COMMERCIAL INSURANCE

CANCELLATION BY US

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided by the following:

BOILER AND MACHINERY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
FARM COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Number of Days' Notice: 60

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

This endorsement is issued by the company named on the Information Page. It forms a part of the policy as of the effective date, at the hour stated on the Information Page.

This endorsement changes the insurance as is afforded by the policy relating to the following:

CANCELLATION & NONRENEWAL ENDORSEMENT

CANCELLATION AND NON-RENEWAL NOTICE ENDORSEMENT

PART SIX - CONDITIONS, PARAGRAPH D.2. IS REPLACED BY THE FOLLOWING:

D. CANCELLATION

2. WE MAY CANCEL THIS POLICY. WE MUST MAIL OR DELIVER TO YOU NOT LESS THAN 60 DAYS ADVANCE WRITTEN NOTICE STATING WHEN THE CANCELLATION IS TO TAKE EFFECT EXCEPT FOR CANCELLATION FOR NON-PAYMENT OF PREMIUM. IF WE CANCEL THIS POLICY FOR NON-PAYMENT OF PREMIUM WE MUST MAIL OR DELIVER TO YOU NOT LESS THAN TEN DAYS ADVANCE WRITTEN NOTICE. MAILING THAT NOTICE TO YOU AT YOUR MAILING ADDRESS SHOWN IN ITEM 1 OF THE INFORMATION PAGE WILL BE SUFFICIENT TO PROVE NOTICE.

PART SIX - CONDITIONS, PARAGRAPH F. IS ADDED:

F. NON-RENEWAL NOTICE

WE WILL MAIL OR DELIVER TO YOU NOT LESS THAN _____ DAYS ADVANCE WRITTEN NOTICE OF OUR INTENTION TO NON-RENEW THIS POLICY. MAILING THAT NOTICE TO YOU AT YOUR MAILING ADDRESS SHOWN IN ITEM 1 OF THE INFORMATION PAGE WILL BE SUFFICIENT TO PROVE NOTICE.

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancelation notice.

**CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION
INSURANCE**

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one (1) or more of the following ways:

- a) by being insured against liability to pay compensation with one (1) or more insurers duly authorized to write compensation insurance in this State; or
- 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 ..."

The undersigned is aware of the provisions of Section 3700 of the Labor Code that requires 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 will comply with such provisions before commencing the performance of the work of this Contract.

Signature:  Date: March 28, 2011

Printed Name: Stephen W. Thompson Title: CEO

Company: Solpac Construction, Inc, dba Soltek Pacific Construction Co.

Address: 2424 Congress Street

San Diego, CA 92110

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2, of the Labor Code, the above Certificate must be signed by Contractor and filed with the awarding body prior to Contractor performing any work under this Contract.)

*See attached acknowledgment
LAR*

CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION INSURANCE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On March 28, 2011 before me, Ana A. Aispuro-Rebelin, Notary Public
(Here insert name and title of the officer)

personally appeared Stephen W. Thompson

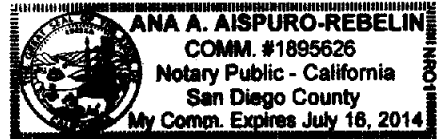
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument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

(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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- 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.
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- 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