

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



226
C

SUBMITTAL DATE:
June 16, 2011

FROM: Redevelopment Agency

SUBJECT: El Cerrito Road and Storm Drain Improvements Project – Project Award

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings pursuant to Section 33445 of the Health and Safety Code:
 - a. The construction of the proposed El Cerrito Road and Storm Drain Improvements Project will benefit the El Cerrito Sub Area of the 1-1986 Redevelopment Project Area by helping to eliminate blight within the project area by improving sidewalks, streets, curbs, gutter, and the construction of new storm drain facilities;
 - 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;

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 DATE: 6/13/11
 REVIEWED BY CIP: SAMUEL WONG
 MARSHAL VICTOR
 BY: [Signature]
 DATE: 6/13/11
 [Signature]
 Christopher Hens

FORM APPROVED COUNTY COUNSEL
 DATE: 6/13/11
 BY: [Signature]

(Continued)

Robert Field
 Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 5,341,755	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 Project Funds – El Cerrito Sub-Area and Riverside County Flood Control & Water Conservation District Zone 2 (\$2.9 Million)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
 County Executive Office Signature: Jennifer V. Sargent

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

RECOMMENDED MOTION: (Continued)

- c. The payment of funds for the cost of the project is consistent with the Implementation Plan for the project area and is necessary to effectuate the purpose of the project area's Redevelopment Plan, which identifies road infrastructure as necessary improvements for the community;
2. Accept and award the construction contract to the lowest, responsive, and responsible bidder, Riverside Construction, Inc., in the amount of \$3,631,140.70;
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 \$5,341,755.

BACKGROUND:

On March 26, 2002, the Board of Directors entered into an agreement with Krieger and Stewart for the engineering and design of the El Cerrito Road and Storm Drain Improvement Project. The project consists of storm drain improvements to provide ultimate flow capacity, median, street improvements including curb, gutter, sidewalks, and installation of a traffic signal at the intersection of El Cerrito Road and Evelyn Street along the segment of El Cerrito Road between Interstate 15 and Temescal Canyon Road in the unincorporated community of El Cerrito.

These improvements will benefit the El Cerrito Sub-Area of Redevelopment Project Area 1-1986 by helping to eliminate blight within the project area by installing sidewalks, streets, curb, gutter, and the construction of a new storm drain, and significantly improving the pedestrian access in the area. The Riverside County Flood Control and Water Conservation District (RCFC&WCD) has agreed to provide funding for the drainage improvement segment of the project not-to-exceed the amount of \$2,900,000 (construction costs, inspection, and plan checking fees). An agreement between the Redevelopment Agency for the County of Riverside and RCFC&WCD is being processed and will be submitted for approval by RCFC&WCD and Redevelopment Agency (RDA) when finalized.

On May 3, 2011 the Board approved the plans and specifications for El Cerrito Road and Storm Drain Improvements Project and authorized the Clerk of the Board to advertise the Notice Inviting Bids. The project was advertised in the Press Enterprise on May 26, 2011, and June 10, 2011 and was advertised on the Riverside County Economic Development Agency website. On June 13, 2011, at 2:00 p.m. eight sealed bids were received and opened by the Clerk of the Board.

RDA staff prepared an initial study to analyze the proposed project to determine if any potential significant impacts upon the environment would result from construction and implementation of the project. The analysis contained in the initial study demonstrates that the project would not have any significant impacts on the environment with the implementation of the mitigation measures contained in the initial study and Mitigation Monitoring and Reporting Program for Environmental Assessment

(Continued)

BACKGROUND: (Continued)

No. RDA/CEQA 2008-3 adopted by the Board of Directors of the Redevelopment Agency for the County of Riverside on September 29, 2009.

Upon review, County Counsel and RDA staff determined that the low bid submitted by Riverside Construction, Inc. in the amount of \$3,631,140.70, is responsive and complete. Therefore, RDA staff recommends that the Board award the contract to the lowest responsive bidder, Riverside Construction, Inc., in the amount of \$3,631,140.70 and approve the construction project budget as follows:

Project Budget:

Construction	3,631,141
Project Management	200,000
Permits, Testing, Inspection, & Miscellaneous Costs	200,000
Utility Relocation and Development Fees	300,000
Construction Management and Staking	300,000
Materials Testing & Geotechnical Investigation	200,000
County Counsel Fees	25,000
Project Contingency	485,614
Total:	\$ 5,341,755

Agency staff recommends that the Board make the recommended findings, authorize the chairman to sign the contract documents, delegate change order authority to the Executive Director of RDA, or designee in accordance with the public contract code and approve the total project budget.

CONTRACT

This Contract is made and entered into on JUNE 28, 2011, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE hereinafter called "Owner"; and RIVERSIDE CONSTRUCTION COMPANY, INC., hereinafter called "Contractor". This Contract is for that Work described in the Contract Documents entitled **EL CERRITO ROAD IMPROVEMENT PROJECT**.

A. Recitals

1. Contractor, in response to a Notice Inviting Bids issued by Owner, has submitted a bid proposal for the above entitled Work.
2. Owner has duly opened and considered said bid proposal, and has duly awarded said bid to Contractor in accordance with said Notice Inviting Bids, and has given written Notice of Intent to Award to Contractor on JUNE 14, 2011.

Contractor has obtained and delivers concurrently herewith specified Performance and Payment Bonds and the Certificate of Insurance as required by the Contract Documents.

B. Terms

1. Incorporation of Documents

This Contract includes and hereby incorporates in full by this reference the Contract Documents for the above entitled Work.

The Contract Documents set forth herein consist of: Notice Inviting Bids, Bidding Documents, Bid Bond, this Contract including Contractor's Labor Certification and any Contract Change Orders, Performance and Payment Bonds, Certificates of Insurance, Contract Appendix, Special Requirements, Basic and Technical Specifications, Construction and Standard Drawings, and any addenda thereto.

2. Contractor's Basic Obligation

Contractor agrees to provide the Work specified in the following bid schedules and/or bid items:
Bid Schedules I, II, III, IV, V, VI, and VII

for Three Million, Six Hundred Thirty One Thousand, One Hundred Forty and 70/100 dollars (\$3,631,140.70), said amount being subject to adjustment in accordance with the applicable terms of the Contract Documents.

Contractor agrees to perform said Work, at said Contract amount, in accordance with the following Contract Completion Schedule:

365 calendar days after date of Notice to Proceed

Contractor agrees that if the aforesaid Contract Completion Schedule is not met, liquidated damages will apply as provided by the Contract Documents, in the following amounts and under the following conditions:

\$4,400 per calendar day that the Work remains incomplete following the date established by the Contract Completion Schedule, as adjusted for due cause by Change Order.

3. Owner's Basic Obligation

Owner agrees to engage and does hereby engage said Contractor as an independent Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum aforesaid and hereby contracts to pay said sum at the time, in the manner, and in accordance with the conditions set forth in the Contract Documents.

4. Contractor's Labor Certification

Contractor states that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with provisions of that Code, and Contractor agrees to comply with such provisions before commencing the performance of the Work of this Contract.

5. Litigation or Enforcement Action Costs Arising from Contractor's Operations

If the Owner and/or its Officials, Officers, Employees, Agents, Consultants, and Engineers are named, or are required to testify or contribute time and expense in any other way, in any suit or enforcement action of any kind brought to recover alleged damages or remedy alleged violations resulting from the acts or omissions (including negligent acts or omissions) in connection with, or accidents arising from, the acts, operations, and responsibilities of the Contractor, its Subcontractors, or others associated with or working under Contractor, in direct or indirect relation to the performance of the Work, the Owner and/or its Directors, Officers, Employees, Agents, Consultants, and Engineers shall be held financially harmless and they shall be legally defended (with counsel acceptable to the named party) by the Contractor from any claims for damages and they shall be reimbursed for any reasonable costs incurred by them for lost time, expert assistance, and incidental expenses in connection with their need to defend themselves against such claims, or to contribute time and expense in any other such way, whether or not the suit or enforcement action proceeds to final judgment. This section shall apply and be enforceable for the full time of any applicable statute of limitations.

6. Successors

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Owner.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

Riverside Construction Company, Inc.
(Contractor)

By: Donald M Pim
(Authorized Representative, Written Signature)

Donald M Pim
(Authorized Representative, Typed or Printed Name)

Title: President
[Individual, Partner, Corporate Officer (Title)]

ATTEST: (If Corporation)

By: [Signature]
Title: Secretary

Corporate Seal

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

By: _____

Title: _____

ATTEST:

Clerk/Secretary

APPROVED AS TO FORM AND EXECUTION

[Signature] 6/30/11
Counsel for Owner

By _____

NOTARY (CONTRACTOR)

STATE OF CALIFORNIA)

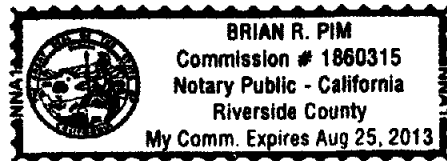
COUNTY OF RIVERSIDE)

On JUNE 15, 2011, before me,
BRIAN R. PIM, Notary Public personally
appeared Donald M. Pim, 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.

Brian R. Pim
Signature of Notary



(Notary Seal)

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

CONTRACT CERTIFICATE OF INSURANCE

ISSUE DATE: June 15, 2011

OWNER OR CERTIFICATE HOLDER: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
 CONTRACTOR OR INSURED: Riverside Construction Company, Inc.

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

PROJECT: EL CERRITO ROAD IMPROVEMENT PROJECT

Insurance Type	Insurance Company	Policy Number	Policy Effective Date	Policy Expiration Date	Description	Limits	
						Furnished	Specified
Worker's Compensation and Employer's Liability	Zurich American Insurance Co.	WC926724500	07/01/10	07/01/11	Statutory	Statutory	Statutory
					Accident-Policy Limit	\$ 1,000,000	\$1,000,000
					Disease-Policy Limit	\$ 1,000,000	\$1,000,000
					Disease-Each Employee	\$ 1,000,000	\$1,000,000
Automobile Liability Business <input checked="" type="checkbox"/> Commercial <input type="checkbox"/>	Zurich American Insurance Co.	GLA926721700	07/01/10	07/01/11	Combined Single Limit	\$ 1,000,000	\$1,000,000
					Bodily Injury (per accident)	\$	\$1,000,000
					Bodily Injury (per person) Property Damage	\$	\$1,000,000 \$500,000
General Liability Commercial <input checked="" type="checkbox"/> Comprehensive <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input checked="" type="checkbox"/>	Zurich American Insurance Co.	GLA926721700	07/01/10	07/01/11	General Aggregate*	\$ 1,000,000	\$2,000,000
					Each Occurrence*	\$ 1,000,000	\$2,000,000
					* Occurrence and aggregate limits apply per project		
Excess Liability Umbrella Form <input checked="" type="checkbox"/> Other Form <input type="checkbox"/>	American Guarantee & Liability	AUC926721500	07/01/10	07/01/11	Each Occurrence	\$ 1,000,000	\$
					Aggregate	\$ 1,000,000	\$
Course of Construction of Installation-Floater							TOTAL CONTRACT AMOUNT

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

I, Angela Rabbitt certify that I have authority to and hereby execute this certificate on behalf of the insurer(s) referenced above.

Date: 6-15-11 Signature: Angela Rabbitt Title: V. P. Construction Address: E. P. I. C. Telephone: 949-417-9175

PH
 19000 MacArthur Blvd.,
 Irvine, CA 92612
 Sec required Contract Insurance Endorsement

**CONTRACT INSURANCE ENDORSEMENT
(REQUIRED)**

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

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

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

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

Date: June 15, 2011 Signature: *Angela Rabbitt* Title: V. P. Construction
 EPIC
 Address: 19000 MacArthur Blvd., PH Telephone: 949-417-9175
 Irvine, CA 92612

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

<u>Insurance Type</u>	<u>Insurance Company</u>	<u>Policy Number</u>	<u>Policy Effective Date</u>	<u>Policy Expiration Date</u>
Workers Compensation and Employers Liability	Zurich American Insurance Co.	WC926724500	07/01/10	07/01/11
Automobile Liability	Zurich American Insurance Co.	GLA926721700	07/01/10	07/01/11
General Liability	Zurich American Insurance Co.	GLA926721700	07/01/10	07/01/11
Excess Liability	American Guarantee & Liability	AUC926721500	07/01/10	07/01/11
Course of Construction or Installation Floater				

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

***The County of Riverside and Riverside County Flood Control & Water Conservation District (RCFC&WCD), their officials, officers, managers, agents, engineers, and employees are covered as additional insureds.

PAYMENT BOND
(California Public Work)
REQUIRED FORM

Bond Number 7623764

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (referred to hereinafter as "Obligee") has awarded to Riverside Construction Company, Inc. (hereinafter designated "Contractor" and "Principal"), a contract dated _____, for the Work described as follows: **EL CERRITO ROAD IMPROVEMENT PROJECT**, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, California (hereinafter referred to as the "Public Work Contract") and

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

NOW, THEREFORE, we Riverside Construction Company, Inc., the undersigned Contractor, as Principal and Fidelity and Deposit Company of Maryland, a corporation organized and existing under the laws of the State of Maryland, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and to any and all material men, persons, companies or corporations furnishing materials, provisions, provender and other supplies used in, upon, for or about the performance of the said Public Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Public Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the said Contractor, the sum of three million, six hundred * dollars, \$3,631,141.00, said sum being not less than 100% of the total amount payable by said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents. *thirty one thousand, one hundred forty one

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of June, 20 11

PRINCIPAL:

Name RIVERSIDE CONSTRUCTION COMPANY, INC.

By Donald M. Pim
(Authorized Representative, Written Signature)

Donald M. Pim
(Authorized Representative, Typed or Printed Name)

Title President
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By [Signature]

Title Secretary

(Corporate Seal)

SURETY:

Fidelity and Deposit Company
Name of Maryland

By Cristin Nolette
(Authorized Representative, Written Signature)

Cristin Nolette
(Authorized Representative, Typed or Printed Name)

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

Attest: (If Corporation)

By _____

Title _____

(Corporate Seal)

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

NOTARY FOR PRINCIPAL

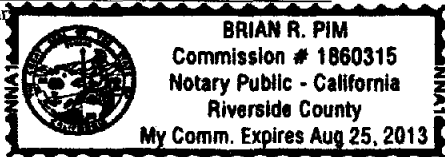
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On JUNE 16, 2011, before me, BRIAN R. PIM, Notary Public, personally appeared DONALD M. PIM, 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.

Brian R. Pim
Signature of Notary



(Notary Seal)

NOTARY FOR SURETY

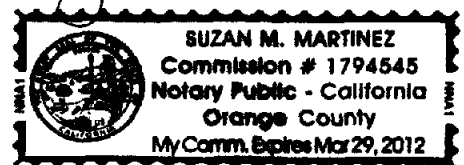
STATE OF California
COUNTY OF Orange

On June 15, 2011, before me, Suzan M. Martinez, Notary Public, personally appeared Cristin Nolette, 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.

Suzan M. Martinez
Signature of Notary



(Notary Seal)

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

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

Any claims under this bond may be addressed to:

Name and address of Surety

Fidelity and Deposit Company of Maryland

801 N. Brand Blvd., PH

Glendale, CA 91203

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

Edgewood Partners Insurance Center

19000 MacArthur Blvd., PH

Irvine, CA 92612


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

Surety 1-818-409-2800

Agent 1-949-417-9175

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, George J. O'Neil, certify that I am the _____ Secretary of the corporation named as principal to the within bond; that Donna M. Ann who signed the said bond on behalf of the principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.



Signature

(Corporate Seal)

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Cristin NOLETTE, of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Cristin NOLETTE, dated October 15, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 15th day of June, 2011.



Assistant Secretary

PERFORMANCE BOND
(California Public Work)
REQUIRED FORM

Bond Number 7623764

Rate of Premium (\$/1,000) *see below

Amount of Premium \$18,768.00
*\$7.70 for the first \$100,000
\$5.78 for the next \$400,000
\$5.23 for the next \$2,000,000
\$4.62 for the next \$1,131,000

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (also herein "Obligee") has awarded to Riverside Construction Company, Inc. (hereinafter designated "Contractor" and "Principal") a contract for the Work described as follows: **EL CERRITO ROAD IMPROVEMENT PROJECT**, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, California (hereinafter referred to as the "Public Work"); and

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

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

NOW, THEREFORE, we Riverside Construction Company, Inc., the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized and existing under the laws of the State of Maryland, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE in the sum of three million, six hundred thirty one thousand, one hundred forty one dollars, \$3,631,141.00, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of June, 2011.

PRINCIPAL:

Name RIVERSIDE CONSTRUCTION COMPANY, INC.

By Donald M. Pim
(Authorized Representative, Written Signature)

Donald M. Pim
(Authorized Representative, Typed or Printed Name)

Title President
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By [Signature]

Title Secretary

(Corporate Seal)

SURETY:

Name Fidelity and Deposit Company of Maryland

By Cristin Nolette
(Authorized Representative, Written Signature)

Cristin Nolette
(Authorized Representative, Typed or Printed Name)

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

Attest: (If Corporation)

By _____

Title _____

(Corporate Seal)

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

NOTARY FOR PRINCIPAL

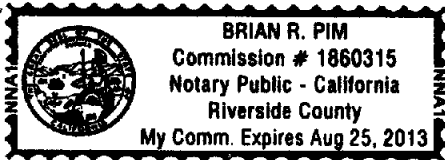
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On June 16, 2011, before me, Brian R. Pim, Notary Public, personally appeared Donald M. Pim, 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.

Brian R. Pim
Signature of Notary



(Notary Seal)

NOTARY FOR SURETY

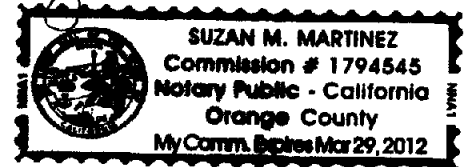
STATE OF California
COUNTY OF Orange

On June 15, 2011, before me, Suzan M. Martinez, Notary Public, personally appeared Cristin Nolette, 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.

Suzan M. Martinez
Signature of Notary



(Notary Seal)

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

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

Any claims under this bond may be addressed to:

Name and address of Surety	<u>Fidelity and Deposit Company of Maryland</u> <u>801 N. Brand Blvd., PH</u> <u>Glendale, CA 91203</u>
Name and address of agent or representative for service of process in California, if different from above	<u>Edgewood Partners Insurance Center</u> <u>19000 MacArthur Blvd., PH</u> <u>Irvine, CA 92612</u>
Telephone number of Surety and agent or representative for service of process in California	<u>Surety 1-818-409-2800</u> <u>Agent 1-949-417-9175</u>

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, George J. Olivo, certify that I am the Secretary of the corporation named as principal to the within bond; that Donna M. Pim who signed the said bond on behalf of the principal was then PRESIDENT of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.


Signature

(Corporate Seal)

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Cristin NOLETTE, of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Cristin NOLETTE dated October 16, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of June, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

William J. Mills

Gregory E. Murray Assistant Secretary

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 24th day of June, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

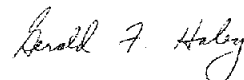
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 15th day of June, 2011.



Assistant Secretary