

827



# SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
February 15, 2012

**SUBJECT:** Silverhawk Parks Rehabilitation Project – Award of Construction Contract

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

1. Accept and award the contract to the lowest responsive bidder Environmental Construction, Inc. in the amount of \$1,240,813;
2. Accept, pursuant to Public Contract Code Section 4107, Environmental Construction, Inc.'s request to substitute T.D. Grogan Construction as a subcontractor for some of the work (play equipment installation) originally planned to be done by Ortco, Inc. at no additional cost to the County, as further described in the two letters attached as Exhibit A;

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 1,364,895	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	FY 2011/12

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

**SOURCE OF FUNDS:** County Service Area 143 Quimby Funds

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

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

BY:   
Jennifer L. Sargent

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis  
DATE: 2/16/12  
Departmental Concurrence

Consent  
 Policy  
  
 Consent  
 Policy

**Prev. Agn. Ref.:** 3.13 of 10/18/11

**District:** 3/3

**Agenda Number:**

3.29

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Chairman to execute the contract documents on behalf of the Board; and
4. Approve the project budget of \$1,364,895.

**BACKGROUND:**

On June 23, 2009, the Economic Development Agency (EDA) entered into a consulting agreement with Alhambra Group for complete design services of the Silverhawk Parks Rehabilitation Project (Project) located in County Service Area (CSA) 143 within the Silverhawk community.

The project will consist of rehabilitation and upgrade to seven pocket parks along the Silverhawk Park and Trail System that will include the following amenities: basketball courts, a multipurpose trail, a dog park, drinking fountains, new and upgraded tot lots for children, shade structures, and new landscaping and signage. The project will be funded by County Service Area 143 Quimby Funds and will add to the park and recreation amenities that service this growing community.

EDA solicited bids for the rehabilitation of these highly utilized parks within CSA 143. Four bids were received and opened by the Clerk of the Board. Environmental Construction, Inc. was the lowest bidder in terms of the price.

Pursuant to Public Contract Code Section 4107(a)(3) and (7), Environmental Construction Inc. has requested to substitute T.D. Grogan Construction as a subcontractor for a small portion of the work (play equipment installation) originally planned to be done by Ortco, Inc. This substitution involves the play equipment installer's certification by the manufacturer and will have no impact on the cost paid by the County. Ortco Inc. is in agreement with this change. The details of this request are further described in letters from Environmental Construction, Inc. and Ortco, Inc, dated February 14, 2012 and January 23, 2012, respectively, attached to this Form 11 as Exhibit A. This substitution request has been reviewed with and approved by County Counsel; and staff has determined the request should be granted pursuant to Section 4107.

After detailed review, EDA staff recommends that the Board award the contract to the lowest responsive bidder, Environmental Construction, Inc., in the amount of \$1,240,813 and approve the project budget as follows:

Construction:	\$1,240,813
Contingency (10%):	<u>\$124,082</u>
<b>Total:</b>	<b>\$1,364,895</b>

# **EXHIBIT A**

**ENVIRONMENTAL CONSTRUCTION, INC.**

---

General Engineering Contractors  
21550 Oxnard Street, Suite 1050  
Woodland Hills, CA 91367

February 14, 2012

County of Riverside  
Economic Development Agency  
CSA Administration  
3401 10<sup>th</sup> St., Suite 500  
Riverside, CA 92501  
Attn: Mike Franklin

Re: Silver Hawk Parks Rehabilitation Project

Dear Mr. Franklin:

In accordance with paragraph (a)(3) and (a)(7), section 4107 of the Public Contract Code, Environmental Construction Inc. (ECI) hereby requests the substitution of the play-equipment installation subcontractor.

Per the attached correspondence, Ortco Inc. (listed subcontractor) is withdrawing their bid for reason they can not comply with the specifications as interpreted by the County of Riverside.

ECI is requesting utilizing T.D. Grogan Construction as the substitute play-equipment installer. Grogan Construction is in compliance with the requirements of the Specifications as they are a certified installer of Landscape Structures. This substitution will not affect the project schedule. ECI has been informed by Ortco that it is voluntarily withdrawing from this project and will not contest the requested substitution.

Please review and grant our request for the above substitution.

Best Regards,



Fred Soroudi  
President

# ORTCO, INC.

2163 N. Glassell Street

Orange, CA 92865

Phone 714.998.3998

FAX 714.998.3996

Email [ortcoplays@aol.com](mailto:ortcoplays@aol.com)

January 23, 2012

Joe Ortega  
Environmental Construction, Inc.  
22019 Vanowen Street Suite F  
Canoga Park, CA 91303

Dear Joe,

Please be advised that Ortco Inc. is withdrawing the Installation of Playground Equipment portion from our bid. The reason being is Ortco Inc. is not a certified installer for Landscape Structures, the specified playground equipment vendor. After our due diligence to become certified they have responded that they are not pursuing any new installers. Since the owners are requiring the installer be manufacturer certified we are regrettably forced to withdraw that portion of our bid. We look forward to working with you on the other portions of our bid.

Thank you,



Lynn Alan Ortileb  
President

**SILVERHAWK PARKS REHABILITATION PROJECT**  
**MURRIETA, CALIFORNIA**

**AGREEMENT FORM**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ month, 2012, by and between Environmental Construction, Inc., hereinafter called the "Contractor" and 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 Bid Form, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the General Requirements, 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: **The Silverhawk Parks Rehabilitation Project** in strict accordance with the plans and specifications dated, May 12, 2011, prepared by **The Alhambra Group**, 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 Engineer and shall be completed within one hundred twenty (120) 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 Conditions of the Contract, such as the General Conditions and Supplementary Conditions, the sum of **Contract Amount one million two hundred forty thousand eight hundred thirteen dollars (\$1,240,813)**, being the total of the Base Bid.

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

**SILVERHAWK PARKS REHABILITATION PROJECT**  
**MURRIETA, CALIFORNIA**

accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

The work under this Construction Agreement Form is subject to all applicable Federal, State, and local laws and regulations.

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the County, the State of California, the Federal government, and to any authorized representative thereof for the purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least three (3) years after the expiration of the term of this Agreement.

Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof.


SILVERHAWK PARKS REHABILITATION PROJECT  
MURRIETA, CALIFORNIA

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

COUNTY OF RIVERSIDE

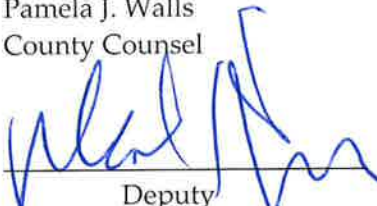
ENVIRONMENTAL CONSTRUCTION, INC

\_\_\_\_\_  
John Tavaglione, Chariman  
Board of Supervisors

  
\_\_\_\_\_  
Farid Soroudi  
President

**APPROVED AS TO FORM:**

Pamela J. Walls  
County Counsel

  
\_\_\_\_\_  
Deputy

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

\_\_\_\_\_  
Deputy

S:\Community Services\CSA 143\CSA 143 Parks Rehabilitation Project\Contracts and Agreements\Construction Contract.DOC



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb. 8, 2012 before me, Beverly Parks, Notary Public  
(Here insert name and title of the officer)

personally appeared Farid Soroudi

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.

Beverly Parks  
 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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb. 6, 2012 before me, Beverly Parks, Notary Public  
(Here insert name and title of the officer)

personally appeared Farid Soroudi

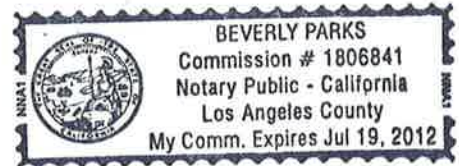
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Beverly Parks  
Signature of Notary Public

(Notary Seal)



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

(Additional information)

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 Corporate Officer

(Title)

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

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- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 2/2/12 before me, Irene Luong, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Mark Richardson  
Name(s) of Signer(s)



Place Notary Seal Above

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 [Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

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

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Richardson

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

SILVERHAWK PARKS REHABILITATION PROJECT  
MURRIETA, CALIFORNIA

PAYMENT BOND

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

The makers of this bond are Environmental Construction, Inc. as Principal and Original Contractor and Vigilant Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, 2012 between Principal and the County of Riverside, a public entity, as Owner, for \$ \_\_\_\_\_\* the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of the Silverhawk Parks Rehabilitation Project, Murrieta, CA.

\*One Million Two Hundred Forty Thousand Eight Hundred Thirteen & 00/100 Dollars (\$1,240,813.00)

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

Signed and sealed this 2nd Day of February 2012.

Environmental Construction, Inc.

(Firm Name - Principal)

21550 Oxnard Street, Ste 1050, Woodland Hills, CA 91367

(Business Address)

Affix Seal  
if  
Corporation

By:   
(Signature - Attach Notary's Acknowledgment)

President  
(Title)

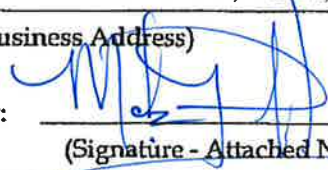
Vigilant Insurance Company

(Corporation Name - Surety)

15 Mountain View Road, Warren, NJ 07059

(Business Address)

Affix  
Corporate  
Seal

By:   
(Signature - Attached Notary's Acknowledgment)

Mark Richardson

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb. 6, 2012 before me, Beverly Parks, Notary Public  
(Here insert name and title of the officer)

personally appeared Farid Soroudi

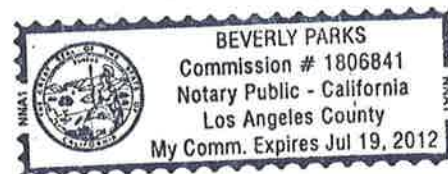
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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Beverly Parks  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

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(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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  - Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 2/2/12 before me, Irene Luong, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Mark Richardson  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Signature]  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

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

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Richardson

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

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

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

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Shawn Blume, Eric Lowey, Stephanie Hoang and Mark Richardson of Costa Mesa, California-----**

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **26th** day of **August, 2011.**

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **26th** day of **August, 2010** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



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

Notary Public

**CERTIFICATION**

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this **2nd** day of **February** 2012



Kenneth C. Wendel, Assistant Secretary

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2012

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

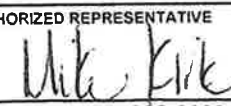
<b>PRODUCER</b> ISU Insurance Services License #0B50569 Stanton & Associates 3625 Thousand Oaks Blvd #319 Westlake Village, CA 91362	<b>CONTACT NAME:</b> Cinde Bowen	
	<b>PHONE (A/C, No, Ext):</b> 818.889.2155	<b>FAX (A/C, No):</b> 805.379.4198
<b>E-MAIL ADDRESS:</b>		
<b>PRODUCER CUSTOMER ID #:</b>		
<b>INSURED</b> Environmental Construction Inc. 21550 Oxnard Street #1050 Woodland Hills, CA 91367	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Great American Assurance Company	
	<b>INSURER B:</b> Mt. Hawley Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 11/12**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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			GLP 2100922	07/16/2011	07/16/2012	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			EXC 2100923	07/16/2011	07/16/2012	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY    Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Contractors Pollution Liability			EGL0001529	07/07/2011	07/07/2012	Each Pol. Incident	\$2,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 County of Riverside-its Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives are named as additional insured as per form CG2033 07/04  
 General Liability Wavier of Subrogation apply per form CG2404 05/09

<b>CERTIFICATE HOLDER</b>  Riverside County Economic Development Agency 3403 10th Street Suite 300 Riverside, CA 92501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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### ADDITIONAL REMARKS SCHEDULE

AGENCY <b>ISU Insurance Services License #0B50569</b>		NAMED INSURED <b>Environmental Construction Inc. #1050 Woodland Hills, CA 91367</b>	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

CERTIFICATE HOLDER: **Riverside County Economic Development Agency**

**Garage Liability**

INSR ADD'L LTR INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$

**Automobile Liability**

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
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**Business/Umbrella Liability**

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			\$

**Other Liability**

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			Deductible \$5,000 Per Claim

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the Additional Insured.

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

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

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
  - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
  - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**Schedule**

**Name of Person or Organization:**

Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract or agreement to waive any right of recovery "we" may have against such person or organization.

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

The following is added to paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV - CONDITIONS:

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





**ADDITIONAL REMARKS SCHEDULE**

GENCY <b>ISU Insurance Services License #0B50569</b>		NAMED INSURED <b>Environmental Construction Inc.</b>	
POLICY NUMBER		<b>#1050</b>	
ARRIER		NAIC CODE	
		<b>Woodland Hills, CA 91367</b>	
EFFECTIVE DATE:			

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

CERTIFICATE HOLDER: **Riverside County Economic Development Agency**

**Garage Liability**

SR ADD'L TR INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$

ANY AUTO

**Automobile Liability**

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
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**Access/Umbrella Liability**

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			\$

**Other Liability**

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			Deductible \$5,000 Per Claim

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the Additional Insured.

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

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

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
  - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
  - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**Schedule**

<b>Name of Person or Organization:</b>
Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract or agreement to waive any right of recovery "we" may have against such person or organization.
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# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/02/2012

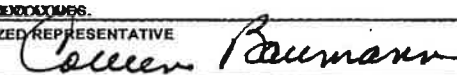
<b>PRODUCER</b> Baumann Insurance Agency, Inc. License # 0F13003 22019 Vanowen Street, Ste G Canoga Park CA 91303-2558	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Environmental Construction, Inc 21550 Oxnard St Suite 1050 Woodland Hills, CA 91367	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire InsCoPittsburgh PA</td> <td>19445 A XV</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire InsCoPittsburgh PA	19445 A XV	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													

**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: AGG \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC20634912	03/01/2011	03/01/2012	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">WC STATU-TORY LIMITS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">OTH-ER</td> </tr> <tr> <td colspan="4">E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td colspan="4">E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS	<input type="checkbox"/>	OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
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		OTHER																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**RE: Silverhawk Parks Rehabilitation Project**  
**Waiver of Subrogation to: Riverside County Economic Development Agency**  
**10 Day Notice of Cancellation for Non-Payment of Premium**

<b>CERTIFICATE HOLDER</b> Riverside County Economic Development Agency 3403 10th St., Suite 300 Riverside, CA 92501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>SEND BY</del> MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT <del>NOT</del> <del>LESS</del> <del>THAN</del> <del>30</del> <del>DAYS</del> <del>BEFORE</del> <del>THE</del> <del>EXPIRATION</del> <del>DATE</del> <del>OF</del> <del>THE</del> <del>INSURANCE</del> <del>COVERAGE</del> <del>UNDER</del> <del>THIS</del> <del>CERTIFICATE</del> <del>OF</del> <del>LIABILITY</del> <del>INSURANCE</del> . AUTHORIZED REPRESENTATIVE 
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