

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

906



**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
December 24, 2009

**SUBJECT:** Approval of the Agreement with Parkwest Construction Company for the Mecca Boys and Girls Club and approval of the Project Budget

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

1. Waive minor irregularity by the apparent low bidder Parkwest Construction Company;
2. Accept and award the construction contract to the low bidder, Parkwest Construction Company, in the amount of \$5,066,300.00;
3. Approve the project budget of \$6,203,450;
4. Approve and authorize the Chairman to execute contract documents on behalf of the Board.

**BACKGROUND:** On September 15, 2009, the Board approved the plans and specifications for the Mecca Boys and Girls Club Project. A Notice Inviting Bids was published September 20<sup>th</sup> and 27<sup>th</sup>, 2009 with sealed bids due on October 29, 2009.

(Continued on Page 2)

*Robert Field*

Robert Field  
Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 3,101,725	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009-2010

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

<b>SOURCE OF FUNDS:</b> Redevelopment Agency Capital Improvement Funds- Desert Communities Project Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

BY *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: February 23, 2010  
xc: RDA, CIP

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

**Prev. Agn. Ref.:** Item 4.1 on 9/15/09

**District:** 4th

**Agenda Number:**

**4.2**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORWARDED BY: *M. S. Victor* 2/2/10 DATE: MARSHAL VICTOR

Departmental Concurrence

Reviewed by: *Christopher Hans* CIP TEAM Christopher Hans

Policy  Policy   
Consent  Consent   
Dept's Recomm.: Per Exec. Ofc.:

BACKGROUND: (continued)

The Clerk of the Board received 26 bids. The bid submitted by the apparent low bidder Parkwest Construction Company appears to be in appropriate form. One protest was submitted by W.L. Butler Construction. Butler raised two issues related to the listing of subcontractors. The first ground for protest was that the full address of the subcontractors was not listed. The Public Contract Code requires the name and location of the subcontractors. It has been found in an Attorney General Opinion that the full address is not required. If sufficient information is given from the identity of the subcontractor can be determined, that is sufficient. The second ground listed was a reference to specifications sections 06410, 0660, and 16721. These sections require some certifications by manufacturers, however these were not required at bid time. Therefore there is no basis for fining of non-responsiveness on this ground.

The last ground for protest was with regard to the listing of two particular subcontractors – Strang in Santee for HVAC, and BEB Wallcovering in Rancho Cucamonga for wall coverings. The listing for Strang had a license number that belonged to another company and therefore was in error. However, there was a listing for Strang in Santee on the State Contractor's License Board website with a license number that was just one digit away from the license number noted on the bid documents. Since there was sufficient information from which to identify the subcontractor, this is a minor irregularity that may be waived. This same is true of the listing for BEB Wallcovering in Rancho Cucamonga. The license number was transposed on the bid sheets. A general internet search located a BEB Wallcovering in Rancho Cucamonga from which a phone number could be obtained and an independent check made to verify the listed subcontractor.

County Counsel has determined that upon waiver of the minor irregularities, the bid may be awarded to Parkwest Construction Company as the lowest responsible bidder. Therefore RDA staff recommends that the Board waive the minor irregularities and award the contract to the lowest bidder, Parkwest Construction Company, in the amount of \$5,066,300.00 and approve the project budget as follows:

**Project Budget:**

Construction	\$5,066,300
Permits/Inspection/ Misc.	\$ 175,200
Utilities	\$ 350,000
County IT	\$ 71,210
Materials Testing	\$ 48,000
<b><u>Subtotal</u></b>	<b><u>\$5,639,500</u></b>
Contingency 10%	\$ 563,950
<b><u>Project Total</u></b>	<b><u>\$6,203,450</u></b>

It is anticipated that by the end of this fiscal year, approximately half of the budget will be expended on the project, and the balance will be spent in fiscal year 2010-2011. The project will be funded entirely by Redevelopment Agency Capital Improvement Funds - DCPA and will not impact County General Funds.

Attachments:

- Exhibit A - Bid Summary
- Exhibit B - Agreement Forms (3 copies)
- Exhibit C - Performance and Payment Bonds with Corresponding Power of Attorney
- Exhibit D - Certificate of Liability Insurance
- Exhibit E - Certificate of Workers' Compensation Insurance

## Exhibit A - Bid Summary

## Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	Mecca Boys and Girls Club
FROM:	Jane Jennings 955-8092 Board Assistant COB	BID DATE:	10/29/09
OWNER:	Anna Rodriguez - Facilities 760-863-2537	BID TIME:	1:30 p.m.
		ITEM/DATE:	#4.1 of 09/15/09

### **CONTRACTORS**

### **BASE BID AMOUNT**

---

Lifetime Ind., Inc. dba: Parkwest Constr. P.O. Box 790 Redlands, CA 92373 (909) 798-1333	Base Bid:	\$5,061,000.00
	Course of Const. Insurance:	\$ 5,300.00

---

Edge Development, Inc. 27368 Via Industria Suite 101 Temecula, CA 92590 (951) 296-0776	Base Bid:	\$5,169,007.00
	Course of Const. Insurance:	\$ 17,000.00

---

ASR Construction, Inc. 5230 Wilson St. Riverside, CA 92509 (951) 779-6580	Base Bid:	\$5,221,000.00
	Course of Const. Insurance:	\$ 28,000.00

---

Camco Pacific Construction 17891 Cartwright Road, Suite 100 Irvine, CA 92614 (949) 251-1300	Base Bid:	\$5,267,000.00
	Course of Const. Insurance:	\$ 25,000.00

---

W.L. Butler Construction 3 Mason Irvine, CA 92618 (949) 587-2200	Base Bid:	\$5,392,928.00
	Course of Const. Insurance:	\$ 91,842.00

---

Doug Wall Construction, Inc. 78450 Ave. 41 Bermuda Dunes, CA 92203 (760) 772-8446	Base Bid:	\$5,438,000.00
	Course of Const. Insurance:	\$ 20,000.00

---

J.D. Diffenbaugh, Inc. 6865 Airport Dr. Riverside, CA 92504 (951) 351-6865	Base Bid:	\$5,440,000.00
	Course of Const. Insurance:	\$ 61,500.00

---

Oakview Constructors, Inc. P.O. Box 625 Calimesa, CA 92320 (909) 795-0990	Base Bid:	\$5,456,000.00
	Course of Const. Insurance:	\$ 1,000.00

---

Page 2: Mecca Boys & Girls Club  
Project Manager: Anna Rodriguez - EDA  
Bid Opening Date: 10/29/09 @ 1:30 p.m.

Orr Builders 39301 Badger St. Ste. #300 Palm Desert, CA 92211 (760) 360-6632	Base Bid: \$5,490,000.00 Course of Const. Insurance: \$ 35,000.00
---	--

---

Sepulveda Commercial Development Corp. 2048 2 <sup>nd</sup> Street Norco, CA 92860 (951) 279-9000	Base Bid: \$5,512,569.00 Course of Const. Insurance \$ 13,500.00
--	---

---

Bayley Construction 3730 S. Susan Street, Suite 200 Santa Ana, CA 92704 (714) 540-8863	Base Bid: \$5,527,000.00 Course of Const. Insurance \$ 15,000.00
---	---

---

DavisReed Construction, Inc. 12250 El Camino Real, Suite 325 San Diego, CA 92130 (858) 523-9760	Base Bid: \$5,600,000.00 Course of Const. Insurance \$ 49,696.00
--	---

---

Woodcliff Corporation 1849 Sawtelle Blvd. Suite 610 Los Angeles, CA 90025 (310) 312-1400	Base Bid: \$5,600,000.00 Course of Const. Insurance: \$ 52,000.00
---	--

---

AMG & Associates, Inc. 26470 Ruether Ave. #108 Santa Clarita, CA 91350 (661) 251-7401	Base Bid: \$5,617,000.00 Course of Const. Insurance: \$ 22,000.00
--	--

---

W.D. Gott Construction, Co. 1656 West 9 <sup>th</sup> St. Upland, CA 91786 (909) 982-8951	Base Bid: \$ 5,660,000.00 Course of Const. Insurance: \$ 45,000.00
--	---

---

Roel Construction Co. Inc. 3366 Kurtz St. San Diego, CA 92110 (619) 297-4156	Base Bid: \$ 5,691,000.00 Course of Const. Insurance: \$ 16,632.00
---	---

---

RDP/SCI, Inc. 83777 Ave. 45 Indio, CA 92201 (760) 347-5357	Base Bid: \$ 5,750,000.00 Course of Const. Insurance: \$ 11,000.00
---	---

---

Armand Gonzales Inc. dba Gonzales Const. 19531 Ventura Blvd., 2 <sup>nd</sup> Floor Tarzana, CA 91356 (818) 758-2490	Base Bid: \$ 5,778,000.00 Course of Const. Insurance: \$ 25,000.00
---	---

---

Page 3: Mecca Boys & Girls Club  
Project Manager: Anna Rodriguez - EDA  
Bid Opening Date: 10/29/09 @ 1:30 p.m.

R. C. Construction Services, Inc. 2223 N. Locust Avenue Rialto, Ca 92377 (909) 829-3688	Base Bid: \$5,800,000.00 Course of Const. Insurance: \$ 56,206.00
--	--

---

Al Shankle Construction 3309 Grapevine St. Mira Loma, CA 91752 (951) 727-8882	Base Bid: \$ 5,919,169.00 Course of Const. Insurance: \$ 8,000.00
--	--

---

Mercer Construction Co.: 42690 Nedo Way, Suite D Temecula, CA 92590 (951) 296-0111	Base Bid: \$ 5,937,312.00 Course of Const. Insurance \$ 41,971.00
---	--

---

G-2000 Construction, Inc. 28348 Roadside Dr., Suite #205 Agoura Hills, CA 91301 (818) 889-6046	Base Bid: \$ 5,945,000.00 Course of Const. Insurance: \$ 15,000.00
---	---

---

USS Cal Builders, Inc. 8051 Main St. Stanton, CA 90680 (714) 828-4882	Base Bid: \$ 5,947,000.00 Course of Const. Insurance: \$ 18,800.00
--	---

---

Southern Sun Construction: 3151 Airway Ave., Bldg V Costa Mesa, CA 92626 (949) 476-3133	Base Bid: \$ 6,100,000.00 Course of Const. Insurance: \$ 23,700.00
--	---

---

Royal Construction, Corp. 11680 Goldring Rd., Ste A Arcadia, CA 91006 (626) 358-6688	Base Bid: \$ 6,898,000.00 Course of Const. Insurance: \$ 18,000.00
---	---

---

Delmac Construction & Development, Inc. 4050 Verdugo Rd. Los Angeles, CA 90065 (323) 258-2397	Base Bid: \$ 6,981,000.00 Course of Const. Insurance: \$ 95,400.00
--	---

---

**SECTION 00600**

**AGREEMENT FORM**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Lifetime Industries, Inc. dba: Parkwest Construction Company, hereinafter called the "Contractor" and the Redevelopment Agency for the County of Riverside, hereinafter called the "Owner".

**WITNESSETH**

That the parties hereto have mutually covenanted and agreed as follows:

**CONTRACT:** The complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, the Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, Specific Conditions, and this Agreement. All contract documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, Or vice versa, is to be executed the same as if mentioned in all contract documents.

**STATEMENT OF WORK:** The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the construction of: Mecca Boys and Girls Club, Avenue 66, Mecca, California 92254, in strict accordance with the plans and specifications dated November, 2008, prepared by Holt Architects, hereinafter called the Architect, including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

**TIME FOR COMPLETION:** The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within three hundred and sixty-five (365) 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 Contract Documents, the sum of Five million, Sixty-six thousand, Three hundred Dollars (\$5,066,300).

Pursuant to Labor Code Section 1861, the Contractor gives the following certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

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

Type of Contractor's organization Corporation

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

\_\_\_\_\_  
\_\_\_\_\_

IF OTHER THAN CORPORATION, EXECUTE HERE

Attest: \_\_\_\_\_ Firm Name \_\_\_\_\_  
Signature \_\_\_\_\_

Address \_\_\_\_\_  
Contractor's License No. \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation Ronald G. Moore

Name of Secretary of Corporation Ronald G. Moore

Corporation is organized under the laws of the state of California

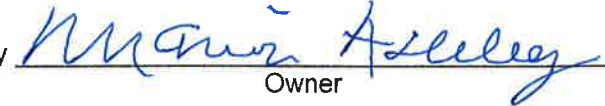
Firm Name Lifetime Industries, Inc. dba: Parkwest Construction Company

Signature 

Title of Office Ronald G. Moore, President

Address P.O. Box 790, Redlands, CA 92373

Contractor's License No. 580133

By   
Owner

Chairman, Board of Directors

**MARION ASHLEY**

ATTEST:

KECIA HARPER-IHEM, Clerk

By   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:  2/2/10 DATE  
MARSHA L. VICTOR



Exhibit C - Performance and Payment Bonds  
With Corresponding Power of Attorney

---

SECTION 00400

BOND NUMBER 105359066  
EXECUTED IN TRIPLICATE  
PREMIUM INCLUDED IN PERFORMANCE  
BOND

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

LIFETIME INDUSTRIES, INC. DBA:

REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE  
The makers of this bond are PARKWEST CONSTRUCTION COMPANY, as Principal and Original Contractor, and TRAVELERS CASUALTY AND \*, 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 DECEMBER 11, 2009, between Principal and AGENCY FOR, a public entity, as Owner, for \$5,066,300.00 - - -, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of road improvements and rough grading

\*SURETY COMPANY OF AMERICA

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 4250 and 3252 of said Code. Without notice, Surety consents to extension of time or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED: DECEMBER 11, 2009 Lifetime Industries, Inc. dba:  
Parkwest Construction Company  
Original Contractor - Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA By [Signature]  
Surety

By [Signature] Title Ronald G. Moore, President  
SHAWN BLUME Its Attorney in Fact (If corporation, affix seal)

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) SURETYS ACKNOWLEDGMENT

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

\_\_\_\_\_  
Notary Public (Seal)

Approved as to form:

Agency Counsel

XVIII

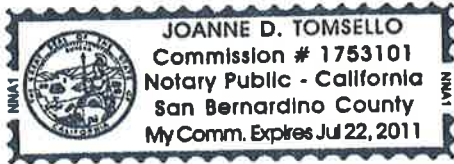
G:\2004\04-0520\04-0520\_FROM\_REMOTE\Bid Document\Bid Package.doc

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Bernardino

On Dec. 11, 2009 before me, Joanne D. Tomsello, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ronald G. Moore  
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 Joanne D. Tomsello  
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: Payment Bond  
Document Date: December 11, 2009 Number of Pages: -1-  
Signer(s) Other Than Named Above: Shawn Blume

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

Signer's Name: Ronald G. Moore  
 Individual  
 Corporate Officer — Title(s): President  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



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

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



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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 12-11-09 before me, R. NAPPI "NOTARY PUBLIC"  
(Here insert name and title of the officer)

personally appeared SHAWN BLUME

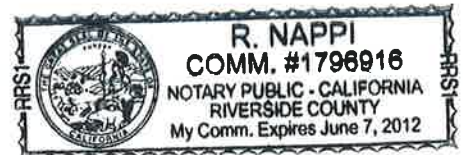
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

R. Nappi  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

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

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

SECTION 00500

BOND NUMBER 105359066  
PREMIUM: \$52,044.00  
EXECUTED IN TRIPLICATE

PERFORMANCE BOND

LIFETIME INDUSTRIES, INC. DBA:

The makers of this bond, PARKWEST CONSTRUCTION COMPANY, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY \* as Surety, are held and firmly bound unto REDEVELOPMENT AGENCY FOR THE COUNTY \*\*, hereinafter called the Owner, in the sum of \$ 5,066,300.00 - FIVE MILLION SIXTY-SIX THOUSAND \*\*\* dollars for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents

\*OF AMERICA \*\*OF RIVERSIDE \*\*\*THREE HUNDRED AND NO/100

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated DEC. 11, 2009 for the construction of MECCA BOYS AND GIRLS CLUB PROJECT in accordance with plans and specifications, dated September 15, 2009

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

DATED: DECEMBER 11, 2009

Lifetime Industries, Inc. dba:  
Parkwest Construction Company  
PRINCIPAL

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

SURETY

By 

By   
SHAWN BLUME Its Attorney In Fact

Title Ronald G. Moore, President  
(If corporation, affix seal)

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

XIX

G:\2004\04-0520-04-0520 FROM REMOTE\Bid Document\2\Bid Package.doc



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On Dec. 11, 2009 before me, Joanne D. Tomsello, Notary Public  
Date Here Insert Name and Title of the Officer

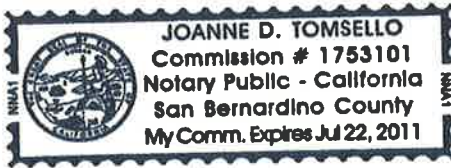
personally appeared Ronald G. Moore  
Name(s) of Signer(s)

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 Joanne D. Tomsello  
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: Performance Bond

Document Date: December 11, 2009 Number of Pages: -1-

Signer(s) Other Than Named Above: Shawn Blume

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

Signer's Name: Ronald G. Moore

- Individual
- Corporate Officer — Title(s): President
- 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: \_\_\_\_\_



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221100

Certificate No. 003042451

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael D. Stong, Shawn Blume, Rosemary Nappi, and Jeremy Pendergast

of the City of Riverside, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of June 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 2nd day of June, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of DECEMBER, 20 09.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 12-11-09 before me, R. NAPPI "NOTARY PUBLIC"  
(Here insert name and title of the officer)

personally appeared SHAWN BLUME

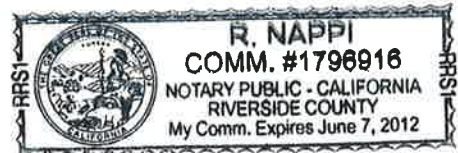
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

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

WITNESS my hand and official seal.

R. Nappi  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_

(Title or description of attached document)

\_\_\_\_\_

(Title or description of attached document continued)

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

\_\_\_\_\_

(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document

## Exhibit D - Certificate of Liability Insurance

---



# CERTIFICATE OF LIABILITY INSURANCE

OP ID PC  
PARKW-1

DATE (MM/DD/YYYY)

12/14/09

<b>PRODUCER</b> Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino CA 92423-0727 Phone: 909-890-9707 Fax: 909-890-9237	<b>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>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Great American Assurance Co	
	INSURER B: <b>Allied Insurance</b>	<b>42579</b>
	INSURER C: Great American Assurance Co	
<b>INSURED</b>  Lifetime Industries, Inc. DBA: Parkwest Construction Co P. O. Box 790 Redlands CA 92373	INSURER D: <b>Hanover Insurance Co</b>	
	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	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	X		<b>GENERAL LIABILITY</b>	GLP-1679203	10/01/09	10/01/10	EACH OCCURRENCE	\$ 1,000,000
				COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
				<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
								GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	X	X		<b>AUTOMOBILE LIABILITY</b>	ACP BA 78-4-1974708	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				ANY AUTO				BODILY INJURY (Per person)	\$
				<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
				<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
				<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS									
				<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
				ANY AUTO				OTHER THAN EA ACC	\$
								AUTO ONLY: AGG	\$
C	X			<b>EXCESS / UMBRELLA LIABILITY</b>	UMB-1679204	10/01/09	10/01/10	EACH OCCURRENCE	\$ 5,000,000
				<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
				<input type="checkbox"/> DEDUCTIBLE					\$
				<input checked="" type="checkbox"/> RETENTION \$10,000					\$
				<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER
				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
				If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
D				<b>OTHER</b>	Builders Risk	IN ISSUANCE	12/14/09	12/14/10	Limit \$3,400,000 Ded \$5,000

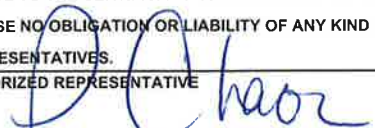
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*Except 10 day notice of cancellation for non-payment of premium. See Attached for Additional Insured information.

## CERTIFICATE HOLDER

REDEV-1
Redevelopment Agency County of Riverside 44-199 Monroe Street Ste B Indio CA 92204

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	
--	--

**NOTEPAD:**

HOLDER CODE REDEV-1  
INSURED'S NAME Lifetime Industries, Inc.

PARKW-1  
OPID PC

PAGE 2  
DATE 12/14/09

Redevelopment Agency for the County of Riverside and the County of Riverside its Directors, Officers, special District Board of Supervisors, employees, agents or representatives are named additional insured, waiver of subrogation also applies per attached endorsement for the General Liability and Commercial Auto Coverage.

RE: Mecca Boys & Girls Club

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.

...

POLICY NUMBER: GLP 1679203  
NAMED INSURED: LIFETIME INDUSTRIES, INC

CG 24 04  
(Ed. 05 09)

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.
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.

⋮

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

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

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

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

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

**SCHEDULE**

**Name of Person(s) or Organization(s):**

Redevelopment Agency for the County of Riverside and the County of  
Riverside its Directors, Officers, special District Board of Supervisors,  
employees, agents or representatives

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

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

Copyright, Insurance Services Office, Inc., 1998

**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:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Redevelopment Agency for the County of Riverside and the County of  
Riverside its Directors, Officers, special District Board of Supervisors,  
employees, agents or representatives

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – BUSINESS AUTO  
CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above to  
the extent required of you by a written contract executed prior to any "accident" because of payments we make for  
damages under this coverage form. This waiver applies only to the person or organization shown in the Schedule  
above.

**All terms and conditions of this policy apply unless modified by this endorsement.**



## Exhibit E - Certificate of Workers' Compensation Insurance

---



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-14-2009

GROUP: 000713  
POLICY NUMBER: 0023710-2008  
CERTIFICATE ID: 31  
CERTIFICATE EXPIRES: 01-01-2010  
01-01-2009/01-01-2010

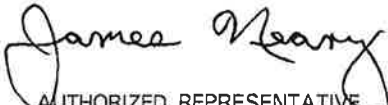
REDEVELOPMENT AGENCY  
RIVERSIDE COUNTY  
44199 MONROE ST STE B  
INDIO CA 92201-3094

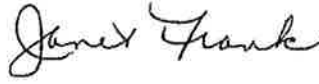
SJ

JOB:MECCA BOYS & GIRLS CLUB

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

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

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

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

ENDORSEMENT #1600 - RONALD MOORE PRES, SEC, TREAS - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2009-12-14 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
REDEVELOPMENT AGENCY

EMPLOYER

LIFETIME INDUSTRIES, INC  
PO BOX 790  
REDLANDS CA 92373

SJ

[B15,SJ]

PRINTED : 12-14-2009

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into as of **05/03/2010** by and between:

Redevelopment Agency for the County of  
Riverside

(hereinafter called "OWNER") and whose address is  
**44-199 Monroe St. Indio, CA 92201**

ASR Constructors, Inc

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

Citibank N.A.

(hereinafter called "ESCROW AGENT")

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

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OWNER pursuant to the Construction Contract entered into between the OWNER and CONTRACTOR for **Thermal Fire Station Job # 835** in the amount of **Two Million, Eight Hundred Fifty Seven Thousand Dollars, \$2,857,000.00** dated **04/12/2010** (hereinafter referred to as the "Contract"). Alternatively, on written request of the CONTRACTOR, the OWNER shall make payments of the retention earnings directly to the Escrow Agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the OWNER within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the OWNER and CONTRACTOR. Securities shall be held in the name of **Redevelopment Agency for the County of Riverside** and shall designate the CONTRACTOR as the beneficial owner.
- (2) The OWNER shall make progress payments to the CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the OWNER makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the CONTRACTOR until such time as the escrow created under this Agreement is terminated. The CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the OWNER pays the Escrow Agent directly.
- (4) CONTRACTOR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the OWNER. These expenses and payment terms shall be determined by the OWNER, CONTRACTOR and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in Escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the OWNER.

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

On Behalf of OWNER:

On behalf of CONTRACTOR:

Marion Ashley

Name

Chairman, Board of Directors

Title

*Marion Ashley*

Signature

Address:

County Administrative Center

4080 Lemon Street, 5th Floor

Riverside, CA 92501-3656

Phone# (951) 955-9500

Alan Regotti

Name

President

Title

*[Signature]*

Signature

Address:

5230 Wilson St.

Riverside, CA 92509

951-779-6580

Phone#

ATTEST:

KECIA HARPER-IHEM, Clerk

By *[Signature]*  
DEPUTY

On behalf of Escrow Agent:

Stephanie Ramirez  
Name

Branch Manager  
Title

Signature

Address:

9885 Sierra Ave

Fontana, Ca 92335

(909) 829-0582  
Phone#

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

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

**Redevelopment Agency for the County  
Of Riverside**

Marion Ashley  
Name

Chairman, Board of Directors  
Title

Signature

Escrow Agent

Stephanie Ramirez  
Name

Branch Manager  
Title

ASR Constructors, Inc.

Alan Regotti  
Name

President  
Title

Signature

ATTEST:

KECIA HARPER-JHEM, Clerk

By

Signature  
DEPUTY

Signature

A handwritten signature in black ink, appearing to be 'L. Williams', written over a horizontal line.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature