



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

973



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
5/10/10

SUBJECT: San Timoteo Schoolhouse Site Improvement Project - District V

RECOMMENDED MOTION: That the Board approves and:

- 1) Authorizes the Chair of the Board to execute the agreement between the Riverside County Regional Park and Open-Space District and Atom Engineering Construction, Hemet, California, in the amount of \$339,359 for the San Timoteo Schoolhouse Site Improvement Project;
2) Directs the Auditor-Controller to make the Budget Adjustments presented on Schedule A, attached; and
3) Instructs the Clerk of the Board to return four (4) executed copies of the agreement to the District for transmittal and file.

BACKGROUND: On February 23, 2010 (per Board Minute Order 13.3), the Board approved the plans and specifications for the installation of a pre-fabricated restroom building and appurtenances, landscaping and irrigation for the site, the removal and replacement of mature trees, the installation of an (continued on page 2)

770-San Timoteo Schoolhouse Agreement

Scott Bangle, General Manager

Table with 2 columns: Financial Data and Budget Information. Rows include Current F.Y. Total Cost, Current F.Y. Net County Cost, Annual Net County Cost, In Current Year Budget, Budget Adjustment, and For Fiscal Year.

Table with 2 columns: Source of Funds and Positions To Be Deleted Per A-30. Rows include West Co. Regional Park-DIF, Regional Park District Fund, Park Acquisition and Development Fund, and Requires 4/5 Vote.

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY: Alex Gann
Alex Gann

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT BOARD OF DIRECTORS

On motion of Director Stone, seconded by Director Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 8, 2010
xc: Parks, E.O., Auditor(2)

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: District: V Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

13.1

FORM APPROVED COUNTY COUNSEL BY: Larisa R-MCKENNA DATE: 5/25/10
FISCAL PROCEDURES APPROVED BY: Samuel Wong DATE: 5/26/10
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: Samuel Wong DATE: 5/26/10
Departmental Co-SAMUEL WONG

Dep't Recomm.: [] Consent [] Policy [x] Policy
Per Exec. Ofc.: [] Consent [x] Policy

SUBJECT: San Timoteo Schoolhouse Site Improvement Project – District V

alarm system within the schoolhouse structure, and some concrete flatwork and fencing to the San Timoteo Schoolhouse site. The Clerk of the Board advertised for bids. Bids were received and publicly opened by the Clerk on April 14, 2010, with the Clerk receiving sixteen (16) bids. District staff reviewed the bids, and found the lowest responsive, responsible bidder was submitted by Atom Engineering Construction, Hemet, California in the amount of \$339,359. The Development Impact Fund (DIF) requires a budget adjustment, while the other two funds have previously budgeted sufficient appropriations for fiscal year 2010-11.

SCHEDULE A

INCREASE ESTIMATED REVENUES

33120	931122	790500	Operating Transfers In	\$	116,079
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INCREASE APPROPRIATIONS

33120	931122	540060	Land Improvements	\$	90,079
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33120	931122	537180	Interfund - Salary Reimbursement	\$	26,000
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				\$	<u>116,079</u>
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AGREEMENT

San Timoteo Schoolhouse Site Improvement Project
PKARC – 036

This Agreement is entered into at Riverside, California on May 18, 2010, and is between the **Riverside County Regional Park and Open-Space District**, hereafter called “**DISTRICT**” and **ATOM Engineering Construction, Hemet, California**, hereinafter called “**CONTRACTOR**”.

1. **CONTRACTOR** has submitted to the **DISTRICT** its bid for the **San Timoteo Schoolhouse Site Improvement Project**, hereafter called “**Project**,” and all appurtenant work in strict accordance with the Contract Documents identified below and the **DISTRICT** has accepted said bid.

2. **CONTRACTOR** has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.

3. Contract Documents: The entire contract consists of the following: (a) this Agreement; (b) the Notice Inviting Bids; (c) the Instructions to Bidders; (d) the Bid Form; (e) the Bid Bond; (f) the Payment Bond; (g) the Performance Bond; (h) all applicable State and Federal requirements; (i) the General Provisions; (j) the Special Provisions (Technical Specifications); (k) Plans and Drawings; (l) any addenda issued for the project; (m) any change orders issued for the project; (n) any additional or supplemental specifications or drawings issued in accordance with the provisions of the Contract Documents; (o) meeting minutes and any field orders. All of these documents are by this reference incorporated herein with like effect as if here set forth in full; and upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: **CONTRACTOR** shall do all things necessary to accomplish the work described in the Contract Documents; and shall commence work within fifteen (15) calendar days after receipt of a Notice to Proceed and shall complete the work within one hundred twenty (120) calendar days after its receipt of said Notice.

5. Compensation:

CONTRACTOR shall be paid the following total amount, in the manner set forth in the Contract Documents, the lump sum of:

\$339,359 (Three Hundred Thirty-Nine Thousand Three Hundred Fifty Nine Dollars and 0/100)

JUN 8 2010 13.1

The parties have executed this Agreement as of the date set forth on Page 1 of this Agreement.

CONTRACTOR: AToM
Engineering Construction
40410 Vista Rd.
Hemet, CA 92544

COMPANY NAME: _____

BY: [Signature]

NAME: Larry Byer, 4/28/10

TITLE: partner

OWNER:

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT

BY: [Signature: Marion Ashley]
Marion Ashley
Chairperson, District Board of Directors

ATTEST:

CLERK OF THE BOARD
Kecia Harper-Ihem

BY: [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: [Signature: Larisa R-Mckenna] 5/25/10
LARISA R-MCKENNA DATE

JUN 8 2010 13.1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2010

PRODUCER
714-541-6166
GCIS
PO BOX 10255
Santa Ana, CA 92711

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
A T O M Engineering Construction
40410 VISTA ROAD
Hemet, CA 92544

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Colony Insurance Company	39993
INSURER B:	Argonaut-Midwest Insurance Company	19828
INSURER C:	Topa Insurance Company	18031
INSURER D:		
INSURER E:		

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY	GL950849	08/25/2009	08/25/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> 5,000 Deductible				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$ 2,000,000	
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PRODUCTS - COM/OP AGG	\$ 2,000,000	
B	Y	AUTOMOBILE LIABILITY	BA8002058	08/25/2009	08/25/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS			AUTO ONLY - EA ACCIDENT	\$	
		<input checked="" type="checkbox"/> NON-OWNED AUTOS			OTHER THAN EA ACC	\$	
		<input checked="" type="checkbox"/> No deductible applies.			AUTO ONLY: AGG	\$	
		GARAGE LIABILITY			EACH OCCURRENCE	\$ 2,000,000	
		<input type="checkbox"/> ANY AUTO			AGGREGATE	\$ 2,000,000	
C	N	EXCESS/UMBRELLA LIABILITY	XL 27030	11/16/2009	08/25/2010		\$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		DEDUCTIBLE					\$
		RETENTION \$				\$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WG STATUTORY LIMITS		OTHR
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			E.L. EACH ACCIDENT	\$	
		If yes, describe under SPECIAL PROVISIONS below			E.L. DISEASE - EA EMPLOYEE	\$	
		OTHER			E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Scheduled Autos: 2004 Chevrolet 3500 1GBJC34U84E225077, 2004 Chevrolet 3500 1GBJC34424E215967

The District, including its employees, agents and independent contractors and the County of Riverside including its Agencies, Districts, Special Districts, Districts, and their respective directors, Board of Supervisors, officers, employees, agents, elected or appointed officials, representatives and independent contractors are named as additional insureds per form U156P-0807 attached.

CERTIFICATE HOLDER

CANCELLATION

Riverside County Regional Park
& Open-Space District
4600 Crestmore Road
Riverside, CA 92509

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

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

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED.	AS DESIGNATED IN WRITTEN CONTRACT WITH THE NAMED INSURED.

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule 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(s) at the location(s) designated above.

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:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the "additional insured(s)" are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations at Work

"Bodily injury" or "property damage" occurring after:

1. 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
2. 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.

Negligence of Additional Insured

"Bodily injury" or "property damage" directly caused by or resulting from the negligence of the "additional insured(s)".

- C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended and the following added:

The insurance afforded by this Coverage Part for the "additional insured" shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that "additional insured".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-20-2010

GROUP:
 POLICY NUMBER: **1949010-2009**
 CERTIFICATE ID: **10**
 CERTIFICATE EXPIRES: **12-01-2010**
12-16-2009/12-01-2010

**RIVERSIDE COUNTY REGIONAL PARK
 4600 CRESTMORE RD
 RIVERSIDE CA 92509-6858**

SG

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

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

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

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

James Neary
 Authorized Representative

Douglas V Stewart
 Interim President and CEO

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

ENDORSEMENT #1700 - BOYER, LARRY - EXCLUDED.

ENDORSEMENT #1700 - LUNA, ERICK - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-20-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

**ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2010-04-20 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
 RIVERSIDE COUNTY REGIONAL PARK**

EMPLOYER

**BOYER, LARRY (PARTNER) AND LUNA, ERICK (PARTNER)
 40410 VISTA RD
 HEMET CA 92544** **SG**

[DR5,CS]

PRINTED : 04-20-2010

WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

Example:

Payroll for job:	\$5,000.00
Sample Rate:	13.30%

Regular Premium equals:	\$ 665.00
Surcharge:	3.00%

Additional Waiver charge:	\$ 19.95
Total premium equals	\$ 684.95 (665.00 + 19.95)

EXECUTED IN FIVE COUNTERPARTS

BOND NUMBER 6682486
PREMIUM: \$6,090.00

PERFORMANCE BOND

The makers of this bond, ATOM ENGINEERING CONSTRUCTION, as Principal and CONTRACTOR, and FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **Riverside County Regional Park and Open-Space District**, hereafter called "DISTRICT", in the sum of \$ 339,359.00 - - - - - (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain contract with the DISTRICT dated MAY 18, 2010, for the construction of the **San Timoteo Schoolhouse Site Improvement Project**, in accordance with the Contract Document.

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 DISTRICT, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of 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 effect. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

CONTRACTOR

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

ATOM ENGINEERING CONSTRUCTION, INC.

BY: 

BY: 

NAME: MICHAEL D. STONG

NAME: Larry Boyer

TITLE: ATTORNEY-IN-FACT

TITLE: Partner

DATE: APRIL 19, 2010

DATE: 4-20-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside }

On April 20, 2010 before me, Terra Cox, Notary Public
Date Here Insert Name and Title of the Officer

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

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



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

WITNESS my hand and official seal.

Signature Terra Cox
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: April 20, 2010 Number of Pages: 1
Signer(s) Other Than Named Above: Michael D. Strong on behalf of First National Insurance Co.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry Boyer
 Individual
 Corporate Officer — Title(s): _____
 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 4-19-10 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

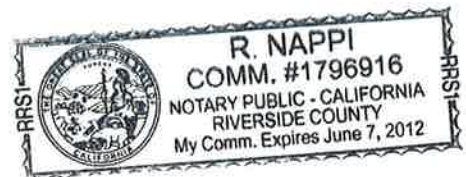
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

R. Nappi
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

EXECUTED IN FIVE COUNTERPARTS

PAYMENT BOND

PREMIUM INCLUDED IN PERFORMANCE BOND
BOND NUMBER 6682486

The makers of this bond are ATOM ENGINEERING CONSTRUCTION, as Principal and CONTRACTOR, and FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated MAY 18, 2010, between Principal and the **Riverside County Regional Park and Open-Space District** for the total amount payable pursuant to the contract. *THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT 100% OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **San Timoteo Schoolhouse Site Improvement Project**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code; and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

*(\$339,359.00)

SIGNATURES MUST BE NOTARIZED - Attach Acknowledgments

SURETY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

BY: 

NAME: MICHAEL D. STONG

TITLE: ATTORNEY-IN-FACT

DATE: APRIL 19, 2010

CONTRACTOR

ATOM ENGINEERING CONSTRUCTION, INC.

BY: 

NAME: Larry Boyer

TITLE: Partner

DATE: 4-20-10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Riverside }

On April 20, 2010 before me, Terra Cox, Notary Public
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

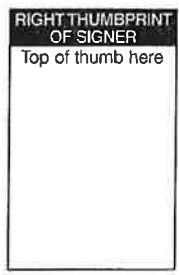
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond
 Document Date: April 20, 2010 Number of Pages: 1
 Signer(s) Other Than Named Above: Michael D. Strong on behalf of First National Insurance Co.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry Boyer
 Individual
 Corporate Officer — Title(s): _____
 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 4-19-10 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

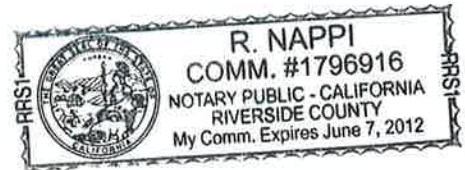
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

R. Nappi
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: No. 6966

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

*****ROSEMARY NAPPI; JEREMY PENDERGAST; MICHAEL D. STONG: Riverside, CA*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 11th day of January, 2010

Dexter R. Legg

Dexter R. Legg, Secretary

TAMIKOLAJEWSKI

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19th day of April, 2010



Dexter R. Legg

Dexter R. Legg, Secretary