

440c



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

**FROM:** Redevelopment Agency

**SUBMITTAL DATE:**  
June 30, 2010

**SUBJECT:** Romoland Beautification Project Phase II and III – Bid Award

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

1. Make the following findings pursuant to Section 33445 of the Health and Safety Code:
  - a) The Romoland Beautification Project Phase II and III ("Project") is of primary benefit to the community of Romoland. The construction of the Project is of benefit to the I-215 Project Area ("Project Area") by helping to eliminate blight within the Project Area by improving the visual character of the area;
  - b) No other reasonable means of financing the cost of the Project are available to the community because current economic conditions are such that general County revenues are insufficient to provide such facilities; and

(Continued)

*Dan Martinez*  
\_\_\_\_\_  
Robert Field  
Executive Director  
By Dan Martinez, Deputy Executive Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 3,974,300	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA:** Yes

<b>SOURCE OF FUNDS:</b> Interstate 215 Corridor Redevelopment Project Area Capital Improvement Funds – Romoland Sub-Area	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE  
*Jennifer L. Sargent*  
BY: \_\_\_\_\_  
Jennifer L. Sargent

County Executive Office Signature

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

On motion of Supervisor Stone, seconded by Supervisor 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: July 13, 2010  
xc: RDA, EDA

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

(Comp. Item 3.38)

Prev. Agn. Ref.: 8/10/04 4.3, 7/25/06 4.1 | District: 5 | Agenda Number: **4.2**

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis*  
DATE: *7/13/10*  
Departmental Concurrence

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

**RECOMMENDED MOTION:** (Continued)

- c) The payments of funds for the cost of the Project is consistent with the Implementation Plan for the Project Area and is necessary to effectuate the purpose of the Project Area's Redevelopment Plan, which identifies the elimination of blighting conditions as an important element of the Redevelopment Plan;
2. Accept and award the construction contract to the lowest responsible bidder, All American Asphalt Inc., in the amount of \$3,303,000, to construct the Romoland Beautification Project Phase II and III;
3. Authorize the Chairman to sign the contract documents on behalf of the Board;
4. Delegate change order authority to the Executive Director of the Redevelopment Agency, or designee, in accordance with Public Contract Code; and
5. Approve a total project budget of \$3,974,300.

**BACKGROUND:** On August 10, 2004, the Redevelopment Agency entered into an Agreement with Albert A. Webb Associates to prepare Plans and Specifications for the Romoland Beautification Project which includes irrigated landscaping, curb, gutter, and sidewalk improvements on Highway 74 from Interstate 215 to Palomar Road; on Trumble Road between Highway 74 and Mapes Road; and landscaping of the I-215/Highway 74 Interchange.

The Plans and Specifications for Phase II and III have been completed. Staff prepared an Initial Study to assess the potential environmental effects of the proposed Project. The Initial Study (Environmental Assessment No. RDA/CEQA 2008-02) indicated all issues of environmental concern can be adequately mitigated to a level of insignificance. The Mitigated Negative Declaration was adopted and the Project approved on December 16, 2008.

The Notice Inviting Bids for the Interchange Phase was advertised from April 26, 2010, to May 27, 2010. On May 27, 2010, at 2:00 P.M., five bids were received. The lowest bid was received from All American Asphalt, Inc., and was responsive and complete. Therefore, it is recommended that the Board award the contract to All American Asphalt Inc., in the amount of \$3,303,000, and approve the project budget as follows:

**PROJECT BUDGET:**

The approximate allocation of the project budget is as follows:

Construction	\$3,303,000.00
Permits & Inspection Fees	\$50,000.00
Water & Sewer Fees	\$50,000.00
Electrical Fees and Misc. costs	\$100,000.00
Project Management Fees	\$110,000.00
Subtotal	\$3,613,000.00
Contingency (10%)	<u>\$361,300.00</u>
<b>TOTAL</b>	<b>\$3,974,300.00</b>

**AGREEMENT FORM**

THIS AGREEMENT entered into this 12th day of July, 2010, by and between ALL AMERICAN PAVING, 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: Romoland Beautification, Phase II & III Street Improvement and Landscaping, in strict accordance with the plans and specifications dated, \_\_\_\_\_, 2010 prepared by Albert A. Webb Associates, hereinafter called the "Engineer", 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 eighty (180) 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 THREE MILLION THREE HUNDRED THREE THOUSAND Dollars (\$3,303,000).

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 Workmens' 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 3 counterparts.

Type of Contractor's organization

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

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

IF OTHER THAN CORPORATION, EXECUTE HERE

Attest: \_\_\_\_\_ Firm Name \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Contractor's License No. \_\_\_\_\_

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation DAVID D. SISBMORE  
Name of Secretary of Corporation MARK LUER  
Corporation is organized under the laws of the state of CALIFORNIA

AFFIX  
SEAL

Firm Name ALL AMERICAN ASPHALT  
Signature [Signature]  
ROBERT BRADLEY  
Title of Office VICE PRESIDENT  
Address P.O. Box 2229 - Corona, CA 92878  
Contractor's License No. # 267073

Attest: **KECIA HARPER-IHEM**

[Signature]  
Deputy

**CLERK OF THE BOARD**

By \_\_\_\_\_

Owner

\_\_\_\_\_  
Seal

[Signature]

Chairman, Board of Directors

**MARION ASHLEY**

XVIII

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] DATE 6/24/10  
NEAL R. KIPNIS

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of Riverside

On June 22, 2010 before me, Brenda L. Royster, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley  
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Brenda L. Royster*  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person 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 Agreement - Redevelopment Agency County of Riverside

Document Date: June 22, 2010 Number of Pages: 2

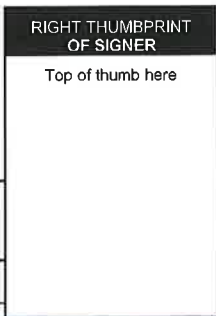
Signer(s) Other Than Named Above: None

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

Signer's Name: Robert Bradley

- Individual
- Corporate Officer - Title(s): Vice President
- Partner -  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

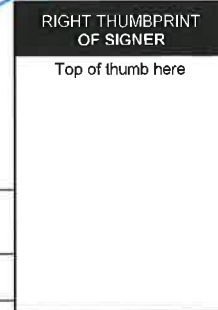
Signer is Representing:  
All American Asphalt



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

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

Signer is Representing: \_\_\_\_\_



Premium: \$14,038.00

Premium subject to adjustment upon completion

Bond No. 7616450

Executed in Three (3) Parts

**PERFORMANCE BOND**

The makers of this bond, All American Asphalt, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto See 1. Below, hereinafter called the Owner, in the sum of \$Three Million, Three Hundred, Three Thousand & No/100ths (\$3,303,000.00) 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. 1. Redevelopment Agency for the County of Riverside, as Owner

The condition of this obligation is such, that whereas the principal entered into a certain contract, hereto attached, with the Owner, dated \_\_\_\_\_, 20\_\_, for the construction of Romoland Beautification Project Phase II and III \_\_\_\_\_ in accordance with plans and specifications, dated \_\_\_\_\_, 20\_\_.

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: June 21, 2010

Fidelity and Deposit Company of Maryland

All American Asphalt

PRINCIPAL

By: Rebecca Haas-Bates  
SURETY

By: Robert Bradley  
ROBERT BRADLEY

By: Rebecca Haas-Bates  
Its Attorney In Fact

Title VICE 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.)

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of Riverside

On June 22, 2010 before me, Brenda L. Royster, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley  
Name 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brenda L. Royster  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person 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 – Redevelopment Agency County of Riverside

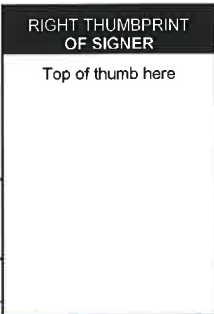
Document Date: June 21, 2010 Number of Pages: 2

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

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

Signer's Name: Robert Bradley

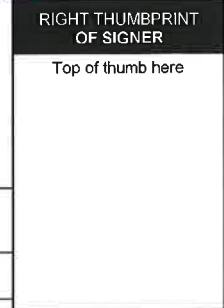
- Individual
- Corporate Officer – Title(s): Vice President
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

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

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange



On 6-21-10 before me, Barbara J. Bender, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates  
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 *Barbara J. Bender*  
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 No. 7616450

Document Date: 6-21-10 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

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

Signer's Name: Rebecca Haas-Bates

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



Signer Is Representing: Fidelity and Deposit Company of Maryland

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

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



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



Premium charge included in Performance Bond

**PAYMENT BOND**

Executed in Three (3) Parts

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

The makers of this bond are All American Asphalt, as Principal and Original Contractor, and See 1. Below, a corporation, authorized to issue Surety Bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated \_\_\_\_\_, between Principal and See 2. Below, a public entity, as Owner, for \$See 3. Below, 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. 1. Fidelity and Deposit Company of Maryland, as Surety 2. Redevelopment Agency for the County of Riverside, as Owner 3. Three Million, Three Hundred Three Thousand and No/100ths (\$3,303,000.00) Dollars

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 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: June 21, 2010

All American Asphalt  
Original Contractor - Principal

Fidelity and Deposit Company of Maryland  
Surety

By [Signature]  
ROBERT BRADLEY

By Rebecca Haas-Bates  
Rebecca Haas-Bates, Its Attorney in Fact

Title VICE PRESIDENT  
(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.

See Attached Notary Acknowledgments

Notary Public (Seal)

Approved as to form:

\_\_\_\_\_

Agency Counsel

\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of Riverside

On June 22, 2010 before me, Brenda L. Royster, Notary Public,  
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley  
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Brenda L. Royster*

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person 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 – Redevelopment Agency County of Riverside

Document Date: June 21, 2010 Number of Pages: 3

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

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

Signer's Name: Robert Bradley

- Individual
- Corporate Officer – Title(s): Vice President
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

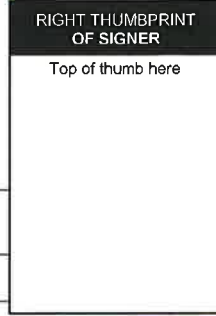


Signer is Representing:

All American Asphalt

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

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing:

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 6-21-10

Date

before me, Barbara J. Bender, Notary Public

Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates

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 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 No. 7616450

Document Date: 6-21-10

Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

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

Signer's Name: Rebecca Haas-Bates

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

Signer Is Representing: \_\_\_\_\_  
Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William SYRKIN, Rebecca HAAS-BATES and Sergio D. BECHARA, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents, shall be as binding upon said Company as fully and apply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Leonard E. ZIMINSKY, dated April 8, 2008.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of September, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By:

*William J. Mills*

*Gregory E. Murray Assistant Secretary*

*William J. Mills*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 25th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



*Maria D. Adamski*

*Maria D. Adamski*

*Notary Public*

My Commission Expires: July 8, 2011

ESCROW NO.: 1633  
ACCOUNT NO.: 14-907022

ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION

THIS ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION (hereinafter called the "Agreement") is made and entered into on this **29th** day of **June, 2010**, by and between **Riverside County Redevelopment Agency**, whose address is 3403 10<sup>th</sup> St. Ste. 500, Riverside, CA 92501 (hereinafter called "Owner"), **All American Asphalt**, whose address is P.O. Box 2229, Corona, CA 92878 (hereinafter called "Contractor"), and **Community Bank**, a California banking corporation, whose address is 505 E. Colorado Boulevard, Pasadena, California 91101 (hereinafter called "Escrow Agent").

WHEREAS, the parties desire to establish an escrow account with Escrow Agent (the "Escrow Account") pursuant to the provisions of Section 22300 of the California Public Contract Code.

NOW, THEREFORE, for the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the Construction Contract entered into between the Owner and the Contractor, for **Romoland Beautification Project Phase II & III** in the amount of **\$3,303,000.00** (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 the 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 the Contractor. Securities shall be held in the name of **Riverside County Redevelopment Agency**, 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 the retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that 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. The Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, the Contractor and the 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 the Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to the Owner.

6. The 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 the Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven 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, the Escrow Agent shall release to the 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 moneys and securities on deposit and payments of fees and charges.

9. The Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections 5 to 8, inclusive, of this Agreement and the Owner and the Contractor shall hold the Escrow Agent harmless from the Escrow Agent's release and disbursement of the securities and interest as set forth above.

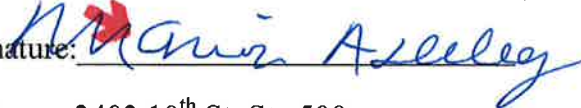
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:

**Riverside County Redevelopment Agency**

Name: **MARION ASHLEY**

Title: **CHAIRMAN, BOARD OF SUPERVISORS**

Signature: 

Address: 3403 10<sup>th</sup> St. Ste 500  
Riverside, CA 92501

On behalf of the Contractor:

**All American Asphalt**

Name: **Mark Luer**

Title: **Vice President**

Signature: 


Address: P.O. Box 2229  
Corona, CA 92878

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By   
DEPUTY

On behalf of the Escrow Agent:  
**COMMUNITY BANK**

Name: **Leslie K. Buhl**

Title: **Vice President**

Signature: 

Address: 505 E. Colorado Blvd.  
Pasadena, Ca 91101  
(626) 568-2232

At the time the escrow account is opened, the Owner and the Contractor shall deliver to the Escrow Agent a fully executed original of this Agreement.

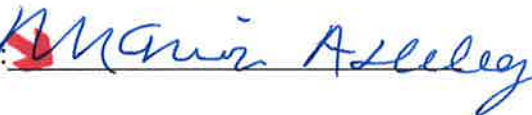
IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

**OWNER:**

**Riverside County Redevelopment Agency**

Title: **CHAIRMAN, BOARD OF SUPERVISORS**

Name: **MARION ASHLEY**

Signature: 

**CONTRACTOR:**

**All American Asphalt**

Title: **Vice President**

Name: **Mark Luer**

Signature: 

**ATTEST:**

**KECIA HARPER-JHEM, Clerk**

By:   
**DEPUTY**

FORM APPROVED COUNTY COUNSEL

BY:  7/14/10  
MARSHAL VICTOR DATE