

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

138



SUBMITTAL DATE:
September 1, 2010

FROM: Economic Development Agency

SUBJECT: Desert Hot Springs Family Care Center – Total Project Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Waive any minor irregularities in the bid and award the Construction Agreement to PW Constructions, Inc. (PWCI) of Chino, California, in the amount of \$6,227,000 and authorize the Chairman to execute the Agreement on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA to administer the Agreement for PWCI in accordance with applicable Board policies;
3. Approve the total project budget of \$8,500,000; and

(Continued)

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER

BY: Samuel Wong 9/1/10
SAMUEL WONG

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 8,500,000	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 DIRECTORS AGENDA: No

SOURCE OF FUNDS: Palm Desert Redevelopment Pass-Thru Funds; Desert Healthcare District Funds;	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer V. Sargent
Jennifer V. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone 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: September 14, 2010
xc: EDA, CHA, CIP, Auditor

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

Prev. Agn. Ref.: 3.25, 5/18/10; 3.11, 10/6/09; 3.25, 3/17/09

District: 5

Agenda Number:

ATTACHMENTS FILED WITH
THE CLERK OF THE BOARD

3.20
EDA-001a-F11
Form 11 (Rev 07/2010)

Reviewed by CIP/TEAM Christopher Hans
DATE
FORM APPROVED COUNTY COUNSEL BY: ANITA C. WILLIS Departmental Concurrence

Eric Frykman, Director Riverside County Community Health Agency

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

RECOMMENDED MOTION: (Continued)

4. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable policies.

BACKGROUND:

On May 18, 2010, the Board of Supervisors approved the Plans and Specifications for the Desert Hot Springs Family Care Center Project and authorized the Clerk of the Board to advertise for bids. On June 23, 2010, fifty contractors attended a mandatory job walk. On July 8, 2010, the bids were opened and PWCI was determined to be the lowest responsive and responsible bidder.

On July 12, 2010, the County of Riverside received a bid protest from ASR Constructors, Inc. (ASR), the second lowest bidder. ASR raised two grounds for protest regarding PWCI's low bid:

1. ASR contended that PWCI failed to list a properly licensed and qualified subcontractor for Portland Cement Plaster Work. It has been determined that PWCI's bid package is in compliance with Public Contract Section 7057(b), which states that a general building contractor shall not take a prime contract for any project involving trades other than framing or carpentry unless the prime contract requires at least two unrelated building trades or crafts other than framing or carpentry, or unless the general building contractor holds the appropriate license classification or subcontracts with an appropriately licensed contractor to perform the work. This project involves two or more unrelated trades not including framing and carpentry, therefore a contractor holding a "B" license such as PWCI may perform specialty work except well drilling, fire protection and hazardous materials handling. PWCI has confirmed that they intend to perform the work in-house. ASR also noted that Section 09220 of the specifications required that the applicator have a certain level of experience, however no submittals were required at the time of bid. PWCI has confirmed they have performed this type of work for over 25 years, and have personnel with more than 5 years of experience. The Economic Development Agency has reviewed the list provided by PWCI of projects of similar size where they performed this type of work and determined their experience acceptable. Since PWCI is in compliance with Public Contract Section 7057(b) and have the experience performing Portland Cement Plaster Work for similar projects, then there is no ground for determination of non-responsiveness of the bid on this basis.
2. ASR contended that PWCI failed to list a properly licensed and qualified subcontractor for Flashing and Sheet Metal. It has been determined that PWCI's bid package is also in compliance with Public Contract Section 7057(b) in this regard. Therefore, there is no ground for determination of non-responsiveness of the bid on this basis.

County Counsel has reviewed the bid protest documents and did not find grounds for determining the low bidder non-responsive.

PROJECT BUDGET: (Commences on Page 3)

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Construction	\$6,408,129
Design	\$ 889,302
RCIT	\$ 250,000
Project Management/Reproduction/Dedication/Fees	\$ 349,441
County Inspections	\$ 60,000
Specialty Inspections/Testing	\$ 100,000
Project Contingency	\$ 443,128
TOTAL	\$8,500,000

FINANCIAL IMPACT:

Two sources of funds will be used to pay for this project. \$7.5 million will come from Palm Desert Redevelopment Pass-Through funds. \$1 million in reimbursement for land acquisition from the Desert Healthcare District will be redirected towards the construction of the project. There will be no additional General Fund impact from the ongoing operation of the proposed facility.

EDA is actively seeking grant funding for this project, though the department estimates that the chance of success is low. Should grant funding become available for this construction project, the grant funds will be used before any newly pledged Palm Desert Pass-thru funds are used.

AGREEMENT FORM

THIS AGREEMENT, entered into this 20th day of August, 2010, by and between PW Construction, Inc., hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

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

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary 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 **Desert Hot Springs Family Care Center, FM08420003826**. In strict accordance with the Plans and Specifications dated June, 2010 prepared by HDR Architecture Inc. & County of Riverside 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 General Conditions, the sum of **\$ Six Million Two Hundred Twenty Seven Thousand dollars (\$6,227,000)** being the total of the base bid plus the following addenda: 1, 2, 3, 4, and 5, plus alternates: 1 and 2. The sum is to be paid according to the schedule as provided in the General Conditions.

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with 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 four (4) counterparts.

Type of Contractor's organization: General Contractor
If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: **PW Construction, Inc.**
Address: **4075 Schaefer Avenue, Chino, CA 91710**
Contractor's License No.: **479948**

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____
Title: _____

Affix Seal
If
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Jason Bollinger

Name of Secretary of Corporation: Paul G. Marshall Jr.

Corporation is organized under the laws of State of California

Signature: _____
Title: President

Owner: **COUNTY OF RIVERSIDE**
Signature: _____
Title: Chairman - Board of Supervisors

MARION ASHLEY

Attest: **Clerk - Board of Supervisors** KECIA HARPER-IHEM

By: _____
Title: Deputy

SEP 14 2010 3:20

FORM APPROVED COUNTY COUNSEL
BY: Marshall Victor 8/30/10
MARSHA L. VICTOR DATE

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this

20th day of August, 20 10, by
Date Month Year

(1) Jason Bollinger
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.)-(+)

~~(and)~~

(2) _____
Name of Signer

~~proved to me on the basis of satisfactory evidence to be the person who appeared before me.)~~



Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

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

Further Description of Any Attached Document

Desert Hot Springs Clinic

Title or Type of Document: Agreement Form

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here



Executed in Five (5) Originals

Bond No. 024027388

Premium: \$49,580.00

PREMIUM IS FOR CONTRACT TERM AND SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

PERFORMANCE BOND

The makers of this Bond, PW Construction, Inc., as Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of _____ Dollars (\$6,227,000.00--) 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.

*Six Million Two Hundred Twenty Seven Thousand-----

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated August 20, 2010 for Desert Hot Springs Family Care Center, FM08420003826

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 file of any guarantee 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 thereafter 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.

Signed and Sealed this 18th Day of August, 2010

PW Construction, Inc.

(Firm Name - Principal)

4075 Schaefer Avenue, Chino, CA 91710

(Business Address)

Affix Seal
if
Corporation

By: _____

(Signature - Attach Notary's Acknowledgment)

Dean Bollinger, President
(Title)

Liberty Mutual Insurance Company

(Corporation Name - Surety)

333 City Blvd. West, Ste. 300, Orange, CA 92868

(Business Address)

Affix
Corporate
Seal

By: _____

(Signature - Attach Notary's Acknowledgment)

Sarah Myers,
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

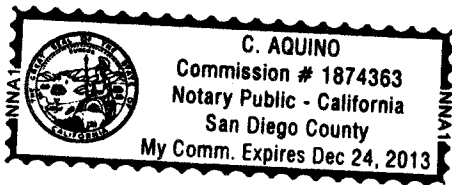
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On AUG 18 2010 before me, C. Aquino, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Sarah Myers
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature C. Aquino
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- 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:
Surety Company

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:

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JAMES BALDASSARE, JR., LAWRENCE F. MCMAHON, AUDREY RODRIGUEZ, MARIA WHITECAGE, EDWARD N. HACKETT, CHRISTINE MAESTAS, SARAH MYERS, ALL OF THE CITY OF SAN DIEGO, STATE OF CALIFORNIA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100** DOLLARS (\$ **100,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of January, 2010

LIBERTY MUTUAL INSURANCE COMPANY

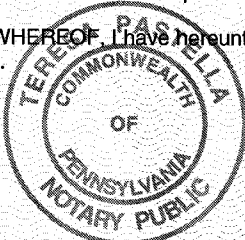
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of January, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

AUG 18 2010

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino



On August 19, 2010 before me, Josephine C. Chien-Notary Public
Date Here Insert Name and Title of the Officer

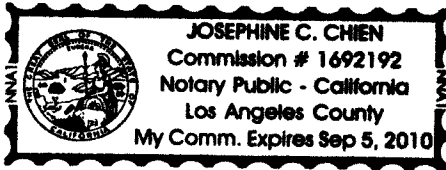
personally appeared Jason Bollinger
Name(s) of Signer(s)

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: Desert Hot Springs Family Care Center-Performance Bond #024027388

Document Date: August 18, 2010 Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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: _____

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: _____

WORLD OF BOOKS
10101 W. WASHINGTON
SUITE 1000 - GAITHERSBURG
MD 20878-4101
TEL: 301-948-3000

Executed in Five (5) Originals

Bond No. 024027388
Premium included in the
Performance Bond

PAYMENT BOND

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

The makers of this Bond are PW Construction, Inc. as Principal and Original Contractor and Liberty Mutual Insurance Company, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated August 20, 2010 between Principal and County of Riverside, a public entity, as owner, for Six Million Two Hundred Twenty Seven Thousand ~~---~~ dollars (\$ 6,227,000.00 ~~---~~) the total amount payable **THE AMOUNT OF THIS BOND IS 100% OF SAID SUM** Said contract is for public work of: Desert Hot Springs Family Care Center, FM08420003826

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

Signed and Sealed this 18th Day of August 2010.

PW Construction, Inc.

(Firm Name - Principal)

4075 Schaefer Avenue, Chino, CA 91710

(Business Address)

By: 

(Signature - Attach Notary's Acknowledgment)

Jason Bollinger, President
(Title)

Affix Seal
if
Corporation

Liberty Mutual Insurance Company

(Corporation Name - Surety)

333 City Blvd. West, Ste. 300, Orange, CA 92868

(Business Address)

By: 

(Signature - Attached Notary's Acknowledgment)

Sarah Myers
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Affix
Corporate
Seal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego }

On AUG 18 2010

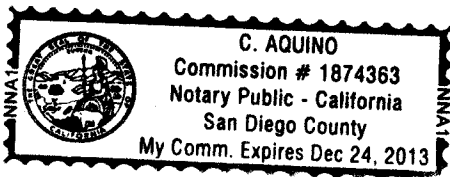
before me, C. Aquino, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Sarah Myers

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~is~~ 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

C. Aquino
Signature of Notary Public

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

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:
Surety Company

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:

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JAMES BALDASSARE, JR., LAWRENCE F. MCMAHON, AUDREY RODRIGUEZ, MARIA WHITECAGE, EDWARD N. HACKETT, CHRISTINE MAESTAS, SARAH MYERS, ALL OF THE CITY OF SAN DIEGO, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED MILLION AND 00/100 DOLLARS (\$ 100,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of January, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

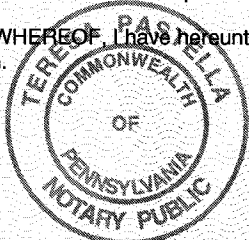
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of January, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this AUG 18 2010 day of



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On August 19, 2010 before me, Josephine C. Chien-Notary Public

Date

Here Insert Name and Title of the Officer

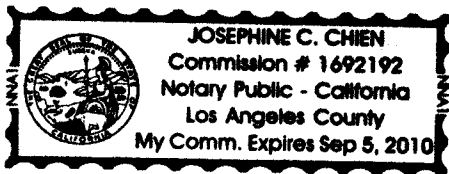
personally appeared Jason Bollinger

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/hers/their authorized capacity(ies), and that by his/hers/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.



Place Notary Seal Above

Signature [Handwritten Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Desert Hot Springs Family Care Center-Payment Bond #024027388

Document Date: August 18, 2010 Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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: _____

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: _____

JOSEPHINE E. CHRY
COMMUNICATIONS SECTION
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2010

PRODUCER Phone: 619-238-1828 Fax: 619-699-2103
Alliant Insurance Services, Inc.
701 B Street, 6th floor
San Diego CA 92101

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
PW Construction, Inc.
4075 Schaefer Avenue
Chino CA 91710

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Ins	24147
INSURER B: National Union Fire Ins Co	19445
INSURER C:	
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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BFPD <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	A1CG37671005	4/1/2010	4/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	A1CA37671005	4/1/2010	4/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BE86308414	4/1/2010	4/1/2011	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	A1CW37671005	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 #FM08420003826- DESERT HOT SPRINGS FAMILY CARE CENTER, NORTHEAST CORNER OF PALM DRIVE AND PARK LANE DESERT HOT SPRINGS, CA. COUNTY OF RIVERSIDE IS NAMED ADDITIONAL INSURED AS RESPECT OPERATIONS OF THE NAMED INSURED AS REQUIRED BY CONTRACT, COVERAGE IS PRIMARY. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND WORKERS COMPENSATION.

<p>CERTIFICATE HOLDER</p> <p>COUNTY OF RIVERSIDE 3133 MISSION INN AVE. RIVERSIDE CA 92507</p>	<p>CANCELLATION*10 DAY NOTICE FOR NON-PAY</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.</p> <p>AUTHORIZED REPRESENTATIVE <i>C. E. Jo</i></p>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
COUNTY OF RIVERSIDE 3133 MISSION INN AVE. RIVERSIDE CA 92507	#FM08420003826- DESERT HOT SPRINGS FAMILY CARE CENTER, NORTHEASE CORNER OF PALM DRIVE AND PARK LANE DESERT HOT SPRINGS, CA. COUNTY OF RIVERSIDE IS NAMED ADDITIONAL INSURED AS RESPECT OPERATIONS OF THE NAMED INSURED AS REQUIRED BY CONTRACT, COVERAGE IS PRIMARY. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND WORKERS COMPENSATION.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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

SCHEDULE

Name of Person or Organization:

COUNTY OF RIVERSIDE

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY 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 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.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00

Named Insured	PW Construction, Inc		
Policy Number	AICW37671005	Endorsement No.	
Policy Period	4-1-00/11	to	Endorsement Effective Date: 4-1-10
Producer's Name:	Alliant Insurance Services		
Producer Number:			

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s)
Or Organization(s):

Location(s) of Covered Operations

As required by written contract.

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV - Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	PW Construction, Inc		
Policy Number	A1CG37671005	Endorsement No.	
Policy Period	4-1-10/11	to	Endorsement Effective Date: 4-1-10
Producer's Name:	Alliant Insurance Services		
Producer Number:			