

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

304
C



FROM: Redevelopment Agency

SUBMITTAL DATE:
April 14, 2011

SUBJECT: Mission Boulevard Improvement Project Phase III – Findings and Project Award

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings:
 - a. The construction of the Mission Boulevard Improvement Project Phase III is of primary benefit to the Jurupa Valley Redevelopment Project Area by helping to eliminate blight within the project area by providing adequate lighting and assist in improving the safety conditions along Mission Boulevard;
 - b. No other means of financing the project are available to the community, due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project;

(Continued)

Robert Field
Executive Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 550,396	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

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY:
County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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: April 26, 2011
xc: RDA, EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

(Comp. Item 3.25)

Prev. Agn. Ref.: 4.2 of 11/30/10; 4.1 of 3/29/05 District: 2 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

4.1

FISCAL PROCEEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 3/14/11
 SAMUEL WONG
 DATE: 5/29/11
 DEPARTMENT: MARSHA L. VICTOR

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

RECOMMENDED MOTION: (Continued)

- c. The improvements are consistent with the Implementation Plan for the Jurupa Valley Redevelopment Project Area, which identifies road infrastructure, including the enhancement of lighting conditions, as a necessary improvement for the community;
2. Accept and award the construction contract to the lowest, responsive, and responsible bidder, Atom, Inc., in the amount of \$112,360;
3. Authorize the Chairman of the Board to sign the contract documents on behalf of the Redevelopment Agency;
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 \$550,396.

BACKGROUND: The Mission Boulevard Improvement Project Phase III (Median Streetlights Installation) is part of the Mission Boulevard Revitalization Plan established by the Redevelopment Agency for the unincorporated community of Rubidoux. The key feature of this plan is the beautification of Mission Boulevard through the addition of new landscaping and lighting in the median and sidewalk. Phases I and II of the beautification project, which are now complete, included the design and construction of landscaped median on Mission Boulevard between Crestmore Road and Riverview Drive. Phase II includes the Rubidoux Village Downtown Streetscape plan, part of which also includes the installation of 58 decorative streetlights.

On June 29, 2010, the Board approved the plans and specifications for re-routing power to existing irrigation system and installation of additional conduits for the new streetlights for the project and authorized the Clerk of the Board to advertise the Notice Inviting Bids. The project was advertised in the Press Enterprise on December 9, 2010, and December 16, 2010; and advertised on the Riverside County Economic Development Agency website. A mandatory job walk was held on December 23, 2010. On January 10, 2011, at 2:00 p.m. five sealed bids were received and opened by the Clerk of the Board.

Upon detailed review, County Counsel and Agency staff determined that the low bid submitted by JD Young Construction, Inc. (JDY), was non-responsive. The bid documents required the successful bidder to possess a "B" license and JDY does not possess a "B" license. County Counsel and Agency staff determined that the second low bid submitted by Atom, Inc., was responsive and complete.

On January 24, 2011, the Agency received a formal protest from JDY to the county's finding that JDY's bid is non-responsive. JDY contended that an "A" license, General Engineering Contractor license, should have been specified rather than a "B" license, General Building Contractor license, which stipulates that the construction involves a building structure. Under advisement by County Counsel, per Business & Professions Code Section 7059, the public entity shall choose the license classification, and under Public Contract Code Section 3300, the public entity specifies that license in the call for bids. In this case, the Notice Inviting Bids, and job walk notes, called for a "B" license and the low bidder does not possess a "B" license.

(Continued)

BACKGROUND: (Continued)

Staff recommends that the Board of Directors accept and award the construction contract to the lowest, responsive, and responsible bidder Atom, Inc., in the amount of \$112,360. Authorize the Chairman to sign the contract documents, delegate change order authority to the Executive Director, or designee, and approve the total project budget as follows:

Project Budget	
SCE Installation of Streetlights	\$313,000
Irrigation & Streetlights Electrical Infrastructure	\$112,360
Project Management	\$75,000
Project Contingency	\$50,036
<hr/>	
Total Project Budget	\$550,396

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2011

PRODUCER
GCIS
2910 S. Archibald Ave., Suite A160
Ontario, CA 91761
714-541-6166

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
ATOM, Inc., and A T O M Engineering Construction
40410 VISTA ROAD
Hemet, CA 92544

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Scottsdale Insurance Company	41297
INSURER B:	Truck Insurance Exchange	21709
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPS1309419	01/11/2011	01/11/2012	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
B	Y		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> No deductible applies.	604876350	01/12/2011	01/12/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
C	N		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XL 6602790	02/24/2011	01/11/2012	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
								\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
			OTHER					

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

Scheduled Autos: 2004 Chevrolet 3500 1GBJC34U84E225077, 2004 Chevrolet 3500 1GBJC34424E215967

Job description: Mission Blvd. Improvement Project Phase III

The County, the Agency, their Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives are included as additional insured per forms CG 20 33 07 04 and GLS-2595s.

CERTIFICATE HOLDER

County of Riverside
Economic Redevelopment Agency
PO BOX 1180
Riverside, CA 92502

CANCELLATION

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
Jennifer Taglieri

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS1309419	01-11-2011	ATOM, INC. AND A T O M ENGINEERING CONSTRUCTION	04027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS SPECIAL CONDITION

If any of the endorsements below are attached to this policy, coverage provided by the additional insured endorsement is amended to be afforded on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and the additional insured.

Additional Insured—Owners, Lessees Or Contractors—Scheduled Person Or Organization (CG 20 10)

Additional Insured—State Or Political Subdivisions—Permits (CG 20 12)

Additional Insured—Owners, Lessees Or Contractors—Automatic Status When Required In Construction Agreement With You (CG 20 33)

Additional Insured—Owners, Lessees Or Contractors—Completed Operations (CG 20 37)

Other: (Specify title and form number)



AUTHORIZED REPRESENTATIVE



DATE

POLICY NUMBER: CPS1309419

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

OWNER / MANAGER, LESSEE OR CONTRACTOR

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE
INSURED

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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



CERTHOLDER COPY
REQUEST MGMT OFFICE
2011 MAR 24 PM 4:04
SG

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-09-2011

GROUP:
POLICY NUMBER: 1949010-2010
CERTIFICATE ID: 30
CERTIFICATE EXPIRES: 12-01-2011
12-01-2010/12-01-2011

COUNTY OF RIVERSIDE
ECONOMIC REDEVELOPMENT AGENCY
PO BOX 1180
RIVERSIDE CA 92502-1180

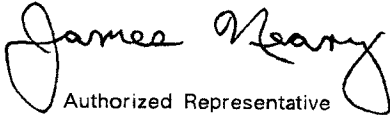
SG

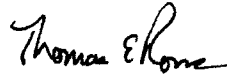
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

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.


Authorized Representative


President and CEO

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

ENDORSEMENT #1600 - LARRY BOYER P,T - EXCLUDED.

ENDORSEMENT #1600 - ERICK LUNA SEC - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

**ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2011-02-09 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
COUNTY OF RIVERSIDE**

EMPLOYER

ATOM INC
40410 VISTA RD
HEMET CA 92544

SG

[B10,SP]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FARMERS

PROJECT MGMT OFFICE
2011 MAR 24 PM 4:04
E3153
1st Edition

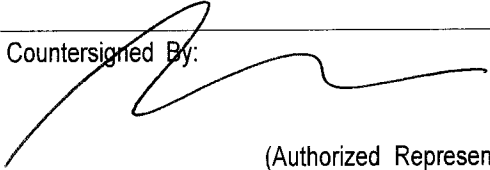
**CHANGES IN TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/10/11	Countersigned By:  (Authorized Representative)
Named Insured: ATOM INC	

SCHEDULE

Name Of Person(s) Or Organization(s): COUNTY OF RIVERSIDE ECONOMIC REDEVELOPMENT AGENCY
Additional Premium \$

(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 does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

POLICY NUMBER: 604876350

PROJECT MOUNTAIN
COMMERCIAL AUTO
CA 20 48 02 99
2011 MAR 24 PM 1:01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

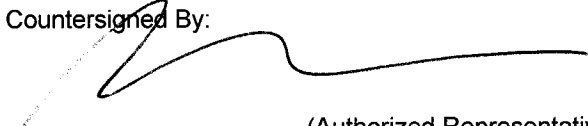
This endorsement modifies insurance provided under the following:

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

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/10/2011	Countersigned By:  (Authorized Representative)
Named Insured: ATOM INC	

SCHEDULE

Name of Person(s) or Organization(s): COUNTY OF RIVERSIDE ECONOMIC REDEVELOPMENT AGENCY

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

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

AGREEMENT FORM

THIS AGREEMENT entered into this 10 day of February, 2011, by and between Atom, Inc., 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: **Mission Boulevard Improvement Project Phase III Median Electrical Infrastructure** in strict accordance with the plans and specifications dated, October 5, 2010 prepared by MRC Engineering, Inc. hereinafter called the "Engineer", including Addendum 1 through 2 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 **thirty (30) 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 **One Hundred Twelve Thousand Three Hundred Sixty Dollars (\$112,360)**, being the total of the Base Bid.

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 certifications: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' 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 5 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 Larry Boyer

Name of Secretary of Corporation Erick Luna

Corporation is organized under the laws of the state of CA

Firm Name ATOM Inc

Signature [Signature]

Title of Office president

Address 40410 Vista del Hermit CA 92544

Contractor's License No. 951428

AFFIX SEAL

ATTEST:

KECIA HARPER-JHEM, Clerk

By [Signature]
DEPUTY

Seal

Owner

By [Signature]

Chairman, Board of Directors

BOB BUSTER

APR 26 2011 41

Page 2
FORM APPROVED COUNTY COUNSEL
BY: [Signature] 3/29/11 DATE
MARSHAL VICTOR

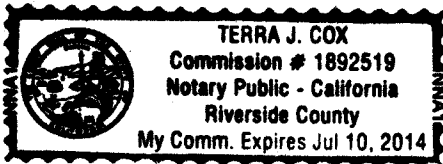
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 2-10-11 before me, Terra Cox, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Larry Boyer + Erick Luna
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.

Place Notary Seal Above

Signature Terra Cox
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: Agreement Form

Document Date: 2-10-11 Number of Pages: 2

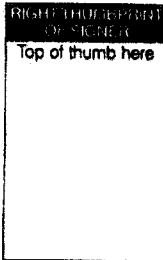
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry Boyer

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

Signer Is Representing: _____



Signer's Name: Erick Luna

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

Signer Is Representing: _____



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2011

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
ATOM, Inc. and A T O M Engineering Construction
40410 VISTA ROAD
Hemet, CA 92544

INSURERS AFFORDING COVERAGE

INSURER A:	Scottsdale Insurance Company	NAIC #	41297
INSURER B:	Truck Insurance Exchange		21709
INSURER C:			
INSURER D:			
INSURER E:			

COVERAGES

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INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPS1309419	01/11/2011	01/11/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	Y	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> No deductible applies.	604876350	01/12/2011	01/12/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				WC STATUTORY LIMITS: OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
		OTHER				

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

Job Description: Mission Boulevard Improvement Project Phase III

The County, the Agency, their Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives are included as additional insured per attached forms CG 20 33 07 04 and GLS-2895a.

CERTIFICATE HOLDER

County of Riverside
Economic Redevelopment Agency
P.O. Box 1180
Riverside, CA 92502

CANCELLATION

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
Jennifer Taglieri

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

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

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

This insurance does not apply to:

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



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS1309419	01-11-2011	ATOM, INC. AND A T O M ENGINEERING CONSTRUCTION.	04027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS SPECIAL CONDITION

If any of the endorsements below are attached to this policy, coverage provided by the additional insured endorsement is amended to be afforded on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and the additional insured.

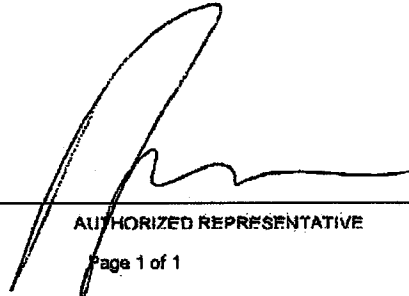
Additional Insured—Owners, Lessees Or Contractors—Scheduled Person Or Organization (CG 20 10)

Additional Insured—State Or Political Subdivisions—Permits (CG 20 12)

Additional Insured—Owners, Lessees Or Contractors—Automatic Status When Required In Construction Agreement With You (CG 20 33)

Additional Insured—Owners, Lessees Or Contractors—Completed Operations (CG 20 37)

Other: (Specify title and form number)



AUTHORIZED REPRESENTATIVE

1/11/2011
DATE



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-09-2011

GROUP:
 POLICY NUMBER: 1949010-2010
 CERTIFICATE ID: 30
 CERTIFICATE EXPIRES: 12-01-2011
 12-01-2010/12-01-2011

COUNTY OF RIVERSIDE
 ECONOMIC REDEVELOPMENT AGENCY
 PO BOX 1180
 RIVERSIDE CA 92502-1180

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

Thomas Elone
 President and CEO

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

ENDORSEMENT #1800 - LARRY BOYER P,T - EXCLUDED.

ENDORSEMENT #1800 - ERICK LUNA SEC - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2011-02-09 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
 COUNTY OF RIVERSIDE

EMPLOYER

ATOM INC
 40410 VISTA RD
 HEMET CA 92544

SG

[B10,SP]

PRINTED : 02-09-2011

BOND NUMBER 6708074
PREMIUM: \$2,710.00
EXECUTED IN FIVE COUNTERPARTS

PERFORMANCE BOND

The makers of this bond, ATOM, INC., as Principal, and FIRST NATIONAL INSURANCE COMPANY OF *, as Surety, are held and firmly bound ^{*AMERICA} unto COUNTY OF RIVERSIDE, hereinafter called the Owner, in the sum of \$ ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED SEVENTY NINE 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.

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 MISSION BOULEVARD IMPROVEMENT PROJECT PHASE III MEDIAN ELECTRICAL in accordance with plans and specifications, dated DECEMBER 1, _____, 20_10 INFRASTRUCTURE

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: FEBRUARY 8, 2011

PRINCIPAL ATOM, INC.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA By _____

SURETY

By Michael D. Stone
Its Attorney in Fact

Title President, Long Bay
(If corporation, affix seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 2-13-11 before me, Terra Cox, Notary Public
Date Here Insert Name and Title of the Officer

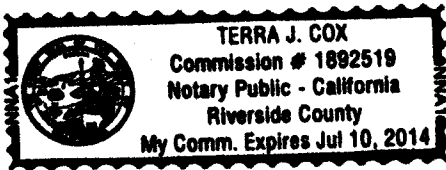
personally appeared Larry Boyer
Name(s) of Signer(s)

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: 2-8-11 Number of Pages: 1

Signer(s) Other Than Named Above: Michael D. Stong

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry Boyer

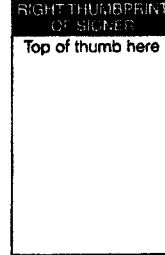
- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 2/18/11 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

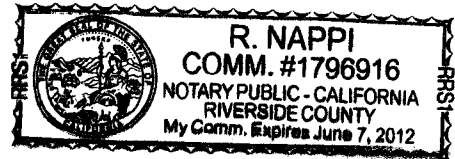
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

BOND NUMBER 6708074
PREMIUM INCLUDED IN PERFORMANCE BOND
EXECUTED IN FIVE COUNTERPARTS

PAYMENT BOND

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

The makers of this bond are ATOM, INC., as Principal and Original Contractor, and FIRST NATIONAL INSURANCE *, 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 _____, a public entity, as Owner, for \$ 113,979.00 - - - -, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of MISSION BOULEVARD IMPROVEMENT PROJECT PHASE III, MEDIAN ELECTRICAL INFRASTRUCTURE

*COMPANY OF AMERICA

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

DATED: FEBRUARY 8, 2011

ATOM, INC.
Original Contractor - Principal

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
Surety

By [Signature]

By [Signature]
MICHAEL D. STONE Its Attorney in Fact
(Corporate Seal)

Title President Larry Boyer
(If corporation, affix seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

SURETYS ACKNOWLEDGMENT

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

Notary Public (Seal)

Approved as to form:

Agency Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On 2-13-11 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: Payment Bond
Document Date: 2-8-11 Number of Pages: 1
Signer(s) Other Than Named Above: Michael D. Stang

Capacity(ies) Claimed by Signer(s)

Signer's Name: Larry Boyer
 Individual
 Corporate Officer — Title(s): President
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____



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



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 2/8/11 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

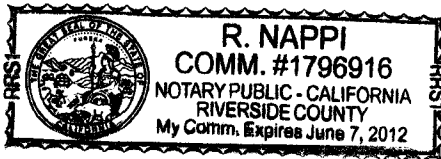
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

3014679

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.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint. **ROSEMARY NAPPI, JEREMY PENDERGAST, MICHAEL D. STONG, ALL OF THE CITY OF RIVERSIDE, 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 **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000*****)** 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 IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation 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 Corporation 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 Corporation by their signature and 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 IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation 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 First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 6th day of July, 2010.



FIRST NATIONAL INSURANCE COMPANY OF AMERICA

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of July, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America 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.



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

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, 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 IV, Section 12 of the By-laws of First National Insurance Company of America.

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 First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

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 8th day of February, 2010.



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.

POLICY NUMBER: 604876350

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

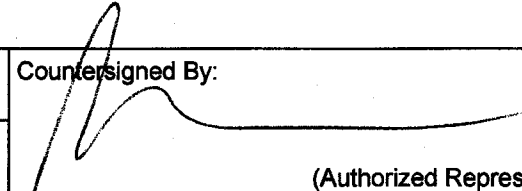
This endorsement modifies insurance provided under the following:

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

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/09/2011	Countersigned By:  (Authorized Representative)
Named Insured: ATOM INC	

SCHEDULE

Name of Person(s) or Organization(s): COUNTY OF RIVERSIDE ECONOMIC REDEVELOPMENT AGENCY
--

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

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

OWNER / MANAGER, LESSEE OR CONTRACTOR

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT WITH THE
INSURED

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FARMERS

**CHANGES IN TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

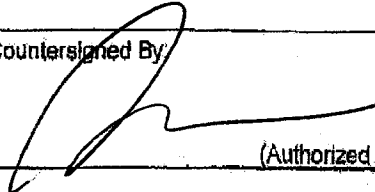
60487-63-50

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/10/2011	Countersigned By  (Authorized Representative)
Named Insured: ATOM INC	

SCHEDULE

Name of Person(s) or Organization(s): COUNTY OF RIVERSIDE ECONOMIC REDEVELOPMENT AGENCY
Additional Premium \$0

(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 does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of the endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is other wise subject to all other terms of the policy.