

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

227



SUBMITTAL DATE:
June 16, 2011

FROM: Redevelopment Agency

SUBJECT: Mead Valley Community Center – Project Award

RECOMMENDED MOTION: That the Board of Directors:

1. Waive any minor irregularities in the bid by A.W.I. Builders, Inc.;
2. Accept and award the construction contract to the lowest, responsive, and responsible bidder, A.W.I. Builders, Inc., in the amount of \$16,900,000;
3. Authorize the Chairman of the Board of Directors 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

BACKGROUND: (Commences on Page 2)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 20,652,500	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: No

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

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

County Executive Office Signature BY:
Elizabeth J. Olson

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

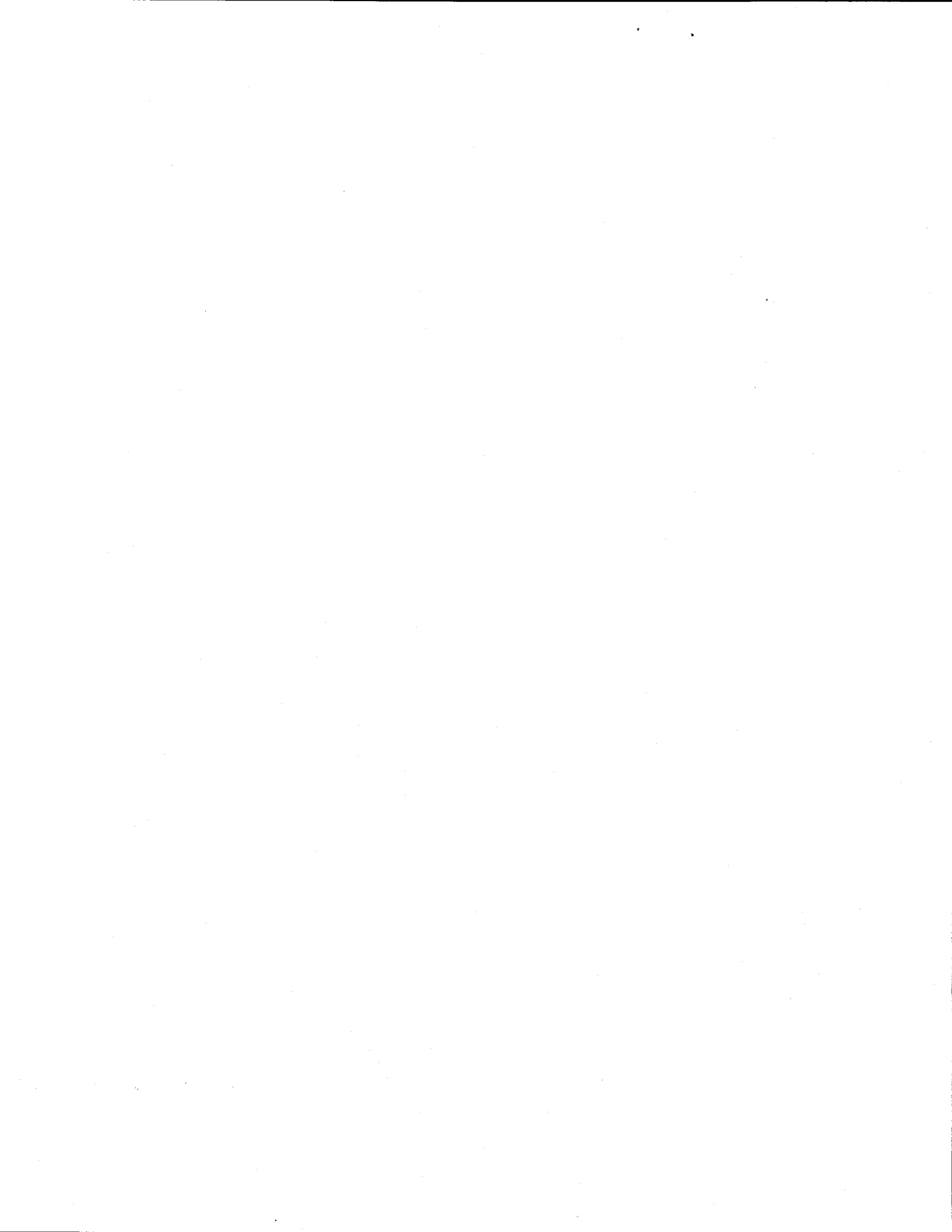
On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 28, 2011
xc: RDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong, 6/22/11
 DATE: 6/22/11
 DEPARTMENT: Construction

FORM APPROVED COUNTY COUNSEL
 BY: MARSHAL L. VICTOR
 Policy Policy
 Consent Consent
 Dept's Recomm.: Per Exec. Ofc.:



RECOMMENDED MOTION: (Continued)

5. Approve a total project budget of \$20,652,500.

BACKGROUND: On December 14, 2010, the Board of Directors approved the consulting services agreement with TKE Engineering and Planning for the complete design services of the Mead Valley Community center project, located at 21091 Rider Street located between Brown Street and Lee Street in the unincorporated community of Mead Valley. The project involves the demolition of the existing facilities and the construction of a new 40,000 square foot community center. The full scope includes the demolition of the existing facilities and construction of childcare classrooms, community room, senior center, medical/dental clinic, kitchen, multi-purpose recreational field, basketball court, community garden, tot-lot, parking lot, landscaping, and off-site street and sewer infrastructure improvements.

The Redevelopment Agency (RDA) has prepared an Initial Study to assess the potential environmental effects of the project. The Initial Study indicated all issues of environmental concern can be adequately mitigated to a level of insignificance. The development of the project is consistent with RDA's Implementation Plan, which calls for the building of community facilities for area residents.

On May 3, 2011 the Board approved the plans and specifications for the Mead Valley Community Center project and authorized the Clerk of the Board to advertise the Notice Inviting Bids. The project was advertised in the Press Enterprise on May 5, 2011 and May 12, 2011, and was advertised on the Riverside County Economic Development Agency's website. A mandatory job walk was held on May 19, 2011. On June 7, 2011, at 2:00 p.m. ten sealed bids were received and opened by the Clerk of the Board.

The Agency received a letter of protest from PWCI dated June 9, 2011 and second letter dated June 13, 2011 regarding the Mead Valley Community Center Project bid submitted by A.W.I. Builders, Inc. In summary, the June 9, 2011 letter contends A.W.I. Builders, Inc. did not list several subcontractors but after review of the California Contractors License Board, the subcontractors listed are licensed. Second, A.W.I. Builders, Inc. listed more than one subcontractor for several trades. After review, the prime contractor has listed the work to the specific subcontractors. Third, the protest stated A.W.I. Builders, Inc. did not list numerous trades that are over ½ of 1% of their total bid. A.W.I. Builders, Inc. holds a "B" contractor's license which under Section 7057 of the Business and Professions Code means it can perform work other than framing and carpentry if there are more than two other unrelated trades on the project. Based on the list of trades involved on this project, A.W.I. Builders, Inc. may perform these various trades.

The second letter dated June 13, 2011 contends A.W.I. Builders, Inc. proposal was signed by a Vice-President and did not include a copy of the by-laws or resolution of the corporation showing signature authority. The Agency has verified Mr. Robert Mekikyan is not only the Vice-President but is also the Secretary of the corporation which satisfies the signature requirements of the bid conditions. The failure to include the by-laws in the bid package or specifically include his title as Secretary of the corporation is a minor irregularity which can be waived without given any advantage to the bidder as the bid was in fact appropriately signed. The second contention was that A.W.I. Builders, Inc. bid bond was not filled out completely. After review by counsel, the form contains all required information. The third contention was that A.W.I. Builders, Inc. second page of the bid bond was not filled out properly and did not have the corporate seal affixed.



BACKGROUND: (Continued)

After review, the second page of the bid bond unfortunately had a typographical error that was the fault of the Agency in not clearly identifying the blocks for the principal's signature and the surety representative's signature. Nonetheless, it is clear given the names typed in, which signature block is for each party signing, and that both the bidder and surety representative signed. The presence of the corporate seal does not affect the legal authority of the corporation in signing and being bound on a document, therefore this is a minor irregularity. The last contention was that A.W.I. Builders, Inc. failed to have the majority of their document properly notarized as they did not utilize a jurat form. The non-collusion affidavit is the form that requests a specific jurat, and in this case was filled out. There was also a notary acknowledgement attached.

County Counsel reviewed the bid protest information and advises that the minor irregularities may be waived as they do not impact the validity of the bid or give the bidder an economic advantage. Therefore, RDA staff recommends that the Board award the contract to A.W.I. Builders, Inc., in the amount of \$16,900,000 and approve the construction project budget as follows:

Project Budget:

Construction	\$	16,900,000
Project Management	\$	200,000
Testing & Inspection	\$	275,000
Fixtures, Furniture, & Equipment	\$	300,000
Information Technology	\$	100,000
Utility Relocation & Miscellaneous Costs	\$	475,000
Construction Management Costs	\$	500,000
County Counsel Fees	\$	25,000
Project Contingency	\$	1,877,500
Total:	\$	20,652,500

Source of Funds: I-215 Redevelopment Capital Improvement Funds in the amount of \$20,652,500.



AGREEMENT FORM

THIS AGREEMENT entered into this 21 day of JUNE, 2011, by and between A.W.I. Builders, 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: Mead Valley Community Center Project in strict accordance with the plans and specifications dated, March 2011, prepared by TKE Engineering, Inc., hereinafter called the "Architect/Engineer", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Engineer and shall be completed within four hundred eighty-seven (487) 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 Sixteen Million Nine Hundred Thousand Dollars (\$16,900,000.00), 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 Workmens' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in 3 counterparts.

JUN 28 2011 4.17



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 ANNA MEKIKYAN

Name of Secretary of Corporation ROBERT MEKIKYAN

Corporation is organized under the laws of the state of CALIFORNIA

Firm Name AWIT BUILDERS, INC

Signature [Signature]

Title of Office VICE PRESIDENT

Address 2881 SAGO STR. VERNON, CA 90058

Contractor's License No. 818478

AFFIX
SEAL

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

Owner

By Bob Buster

Chairman, Board of Directors **BOB BUSTER**

Seal

FORM APPROVED COUNTY COUNSEL

BY: Marshall Victor 6/22/11
MARSHAL L. VICTOR DATE

JUN 28 2011 4.17

1. The first part of the document is a list of names.

2. The second part of the document is a list of names.

3. The third part of the document is a list of names.

4. The fourth part of the document is a list of names.

5. The fifth part of the document is a list of names.

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10. The tenth part of the document is a list of names.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Target Financial & Insurance Services 6630 Flanders Drive License #0743582 San Diego CA 92121		CONTACT NAME: Customer Service Department PHONE (A/C, No, Ext): (800) 450-8013 FAX (A/C, No): (800) 434-8053 E-MAIL ADDRESS: customerservice@targetinsuranceservices.com PRODUCER CUSTOMER ID #: 00002971	
INSURED AWI Builders, Inc 2881 Saco Street Vernon CA 90058		INSURER(S) AFFORDING COVERAGE INSURER A: Rockhill Insurance Company INSURER B: State National Insurance INSURER C: National Union Fire Ins. Co. INSURER D: Benchmark Insurance Company INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: GL/BA/WC11-12, EX10-11 AI REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			RCGLAR00010600	2/6/2011	2/6/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY			CAV10C00753	3/31/2011	3/31/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						Hired/borrowed	\$ 1,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Non-owned	\$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			BE037714157	9/7/2010	9/7/2011	EACH OCCURRENCE	\$ 9,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CST5001363	1/8/2011	1/8/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Mead Valley Community Center Project @ 21091 Rider St., Perris, CA 92570
 The County of Riverside, Agency, Directors, Officers, special Districts, Board of Supervisors, employees, agents, representatives are Named as Additional Insured per the Attached Endorsement. Waiver of Subrogation applies per the attached Endorsements. *10 Days Notice of Cancellation for Non-Payment of Premium/30 Days All Others.

CERTIFICATE HOLDER

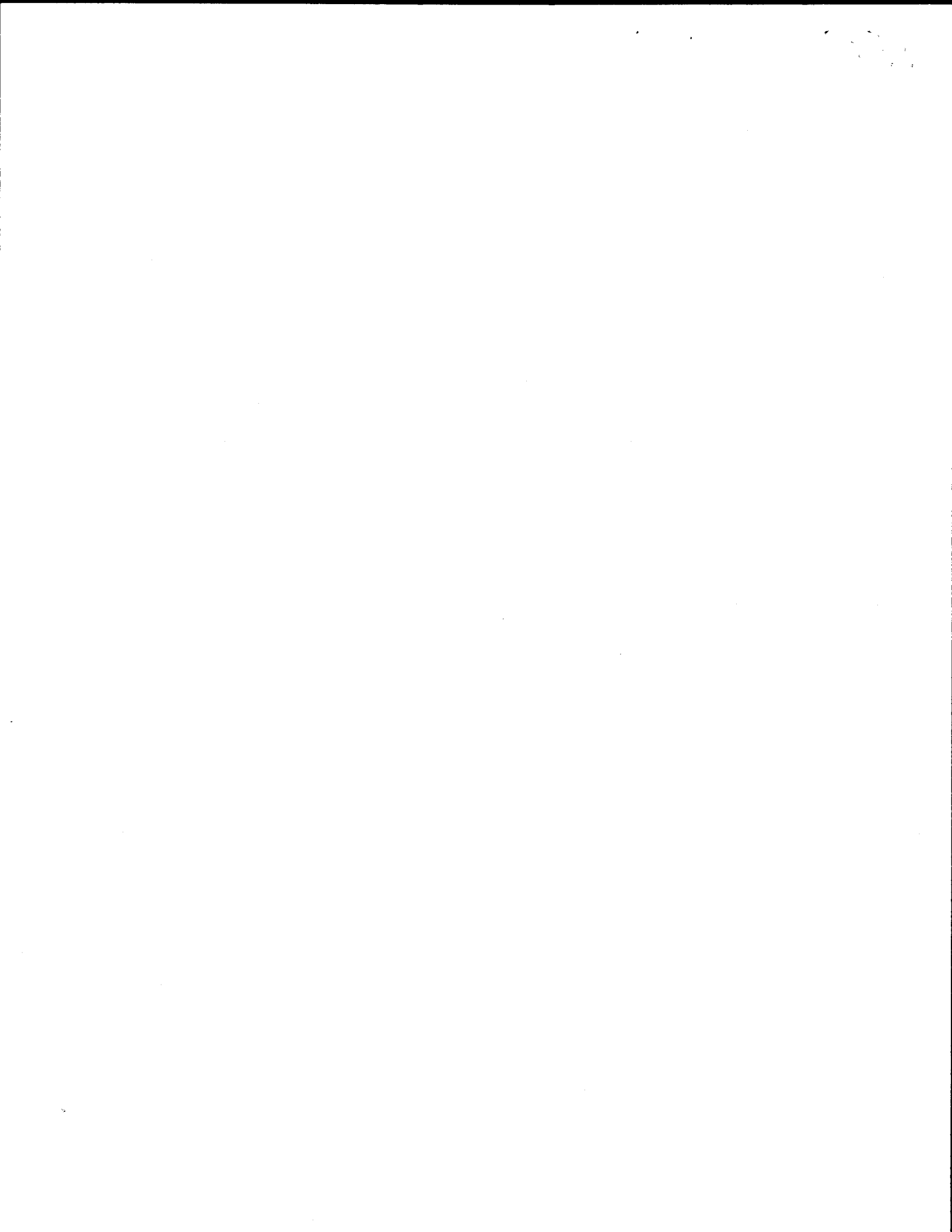
(951) 955-9495
 The County of Riverside
 3403 10th St.
 Ste. 500
 Riverside, CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carl Savoia/BX



Policy Number: RCGLAR00010600

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL CONSTRUCTION PROJECTS**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

- A. SECTION II – WHO IS AN INSURED is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.
- B. A person or organization that qualifies as an "insured" under paragraph A of this Endorsement shall be an additional insured solely with respect to such additional insured's vicarious liability for "bodily injury," property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions in the performance of "your work" for the additional insured on or at "commercial construction projects." No coverage shall exist hereunder for such additional insured's own negligence or other wrongful conduct, or for any liability of the additional insured unrelated to "your work" for the additional insured.

For the purposes of this Endorsement, "commercial construction projects" are defined as buildings or structures constructed for commercial use and also includes apartments, hotels, homes for the aged, dormitories or barracks. However, "commercial construction projects" shall not include any building or structure which contains individual owner occupied units or dwellings.

- C. Primary Wording – Subject to the limitations on coverage set forth in this endorsement, if required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance with respect to the additional insured, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.
- D. Waiver of Subrogation – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed on or at "commercial construction projects" under a contract with that person or organization.
- E. Our obligation to defend and indemnify any additional insured(s) is limited to claims based upon the acts or omissions of the Named Insured for which the additional insured is alleged to be vicariously liable. No obligation exists to defend or indemnify any additional insured(s) for claims based upon any other theory of liability, including, but not limited to, (a) claims based upon the negligence or other wrongful conduct of any additional insured(s), (b) claims against any additional insured(s) that do not derive directly from the work of the Named Insured, and (c) claims for which coverage does not exist under this policy as to the Named Insured.
- F. With respect to the insurance afforded to any additional insured(s), our liability shall be limited to the lesser of:
1. The limits of insurance stated in SECTION III – LIMITS OF LIABILITY; or
 2. The limits of insurance stated in the written contract or agreement between you and such additional insured.

It is understood that irrespective of the number of entities named as insureds or additional insureds under this policy, in no event shall this policy's limits of liability exceed the limits of liability designated in the Declarations.

The words "you" and "your" refer to the Named Insured shown in the Declarations.

All other terms, conditions and exclusions under this policy are applicable to this endorsement and remain unchanged.



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA - BLANKET

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.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization for whom The named insured is required under Written contract to furnish this waiver	RE: All California Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01/08/11 to 01/08/12**
Insured: AWI Builders, Inc

Policy No. **CST5001363**

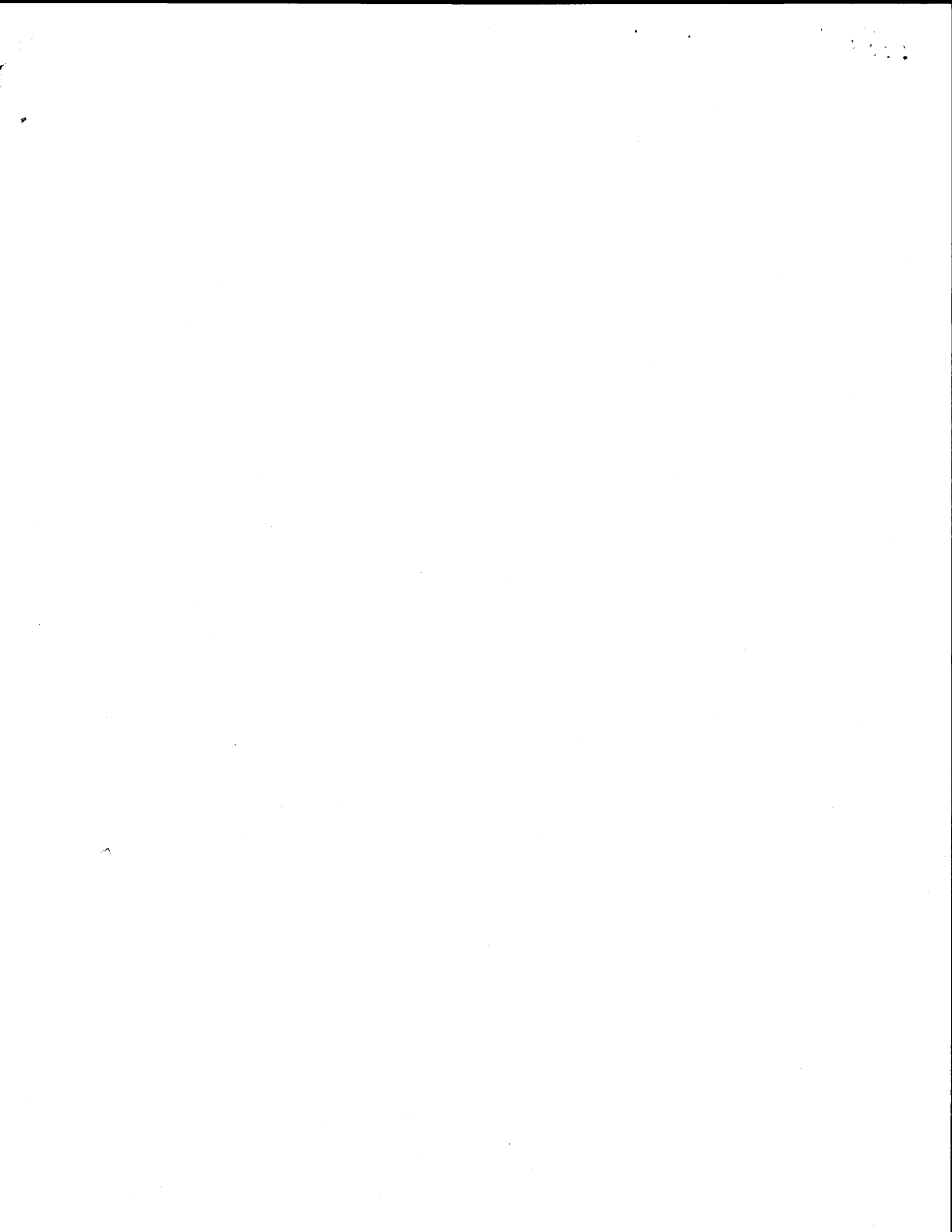
Endorsement No.

Insurance Company: **BENCHMARK INSURANCE COMPANY**



Benchmark Insurance Company

Countersigned by




PERFORMANCE BOND

The makers of this bond, AWI BUILDERS, INC., as Principal and ARCH INSURANCE COMPANY, as Surety, are held and firmly bound unto COUNTY OF RIVERSIDE, hereinafter called the Owner, in the sum of \$ (16,900,000.00), SIXTEEN MILLION NINE HUNDRED THOUSAND AND NO 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 THE MEAD VALLEY COMMUNITY CENTER in accordance with plans and specifications, dated MARCH, 2011

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

DATED: JUNE 21, 2011

PRINCIPAL AWI BUILDERS, INC.
By 

ARCH INSURANCE COMPANY
SURETY

By 
Its Attorney in Fact PHILIP VEGA

Title Secretary - V.P.
(If corporation, affix seal)

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



POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Philip E. Vega, Frank Morones, Jadon H. Smith and Myrna Smith of Covina, CA (EACH)

its true and lawful Attorney(s) in Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

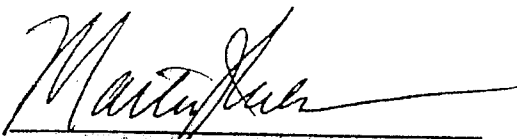
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

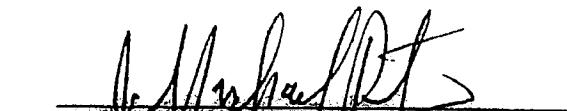
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of December, 20 10.

Attested and Certified

Arch Insurance Company


Martin J. Nilsen, Secretary

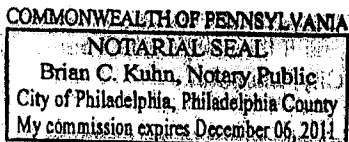


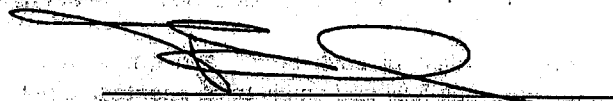

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

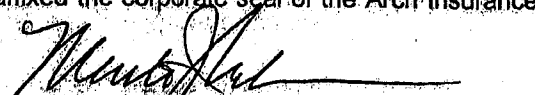



Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 29, 2010 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st day of JUNE, 20 11.


Martin J. Nilsen, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 6/21/11

Date

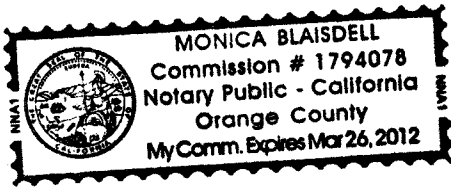
before me, Monica Blaisdell, Notary Public

Here Insert Name and Title of the Officer

personally appeared Philip Vega

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.



Place Notary Seal Above

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 Monica Blaisdell

Signature of Notary Public

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JAN 10
RECEIVED
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

PAYMENT BOND

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

The makers of this bond are AWI BUILDERS, INC., as Principal and Original Contractor, and ARCH 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 _____, between Principal and County of Riverside, a public entity, as Owner, for \$ 16,900,000.00, the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work generally consisting of THE MEAD VALLEY COMMUNITY CENTER.

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 or performance, change in requirements, amount of compensation, or repayment under said contract.

DATED: JUNE 21, 2011

AWI BUILDERS, INC.
Original Contractor - Principal

ARCH INSURANCE COMPANY
Surety

By [Signature]

By _____
Its Attorney in Fact PHILIP VEGA
(Corporate Seal)

Title Secretary - V.P
(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



POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Philip E. Vega, Frank Morones, Jadon H. Smith and Myrna Smith of Covina, CA (EACH)

its true and lawful Attorney(s) in Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

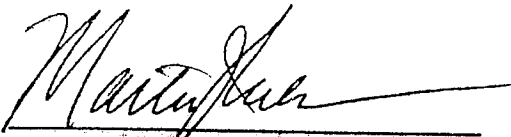
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

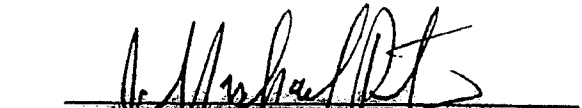
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of December, 2010.

Attested and Certified

Arch Insurance Company


Martin J. Nilsen, Secretary

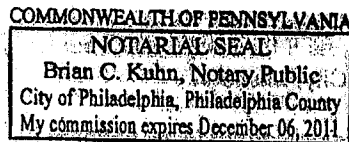


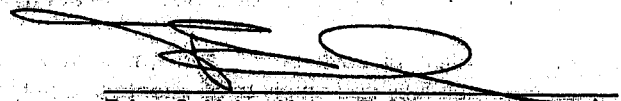

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

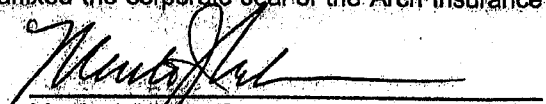



Brian C. Kuhn, Notary Public
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 29, 2010 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st day of JUNE, 2011.


Martin J. Nilsen, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety
3 Parkway, Ste. 1500
Philadelphia, PA 19102



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

}

On 6/21/11 before me, Monica Blaisdell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Philip Vega

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 Monica Blaisdell
Signature of Notary Public

Place Notary Seal Above

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