

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



462 C

FROM: Redevelopment Agency

SUBMITTAL DATE:
June 28, 2011

SUBJECT: Approval of the Agreement with Jones Bros. Construction for the Mecca 18" Waterline Extension Project and approval of the Project Budget

RECOMMENDED MOTION: That the Board of Directors:

1. Make the following findings in accordance with Health & Safety Code Section 33445:
 - a. The proposed improvements will benefit the Mecca Sub Area of the Desert Communities Project Area (DCPA) and eliminate blight by providing necessary water services to the community.
 - b. Due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project, there are no other reasonable means of financing available to the community for this project.

(Continued)

Robert Field

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 390,445	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

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

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent

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 Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 26, 2011
xc: RDA, EDA, Auditor

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

(Comp. Item 3.29)

Prev. Agn. Ref.: 4.7 of 4/26/11

District: 4

Agenda Number

4.3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: *Paul Angulo* DATE: 6/28/11
 MARSHAL VICTOR
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* DATE: 6/28/11
 SAMUEL WONG
 Departmental Concurrence

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

RECOMMENDED MOTION: (Continued)

- c. The payment of the funds for the cost of the Project is consistent with the Implementation Plan for the DCPA, which calls for the construction of infrastructure improvements and identifies water improvements as vital to the community.
2. Find the bid submitted by Gouin Excavating to be non-responsive;
3. Accept and award the construction contract to the lowest responsive bidder, Jones Bros. Construction, in the amount of \$267,950;
4. Approve the project budget of \$390,445; and
5. Approve and authorize the Chairman of the Board to execute contract documents on behalf of the Board.

BACKGROUND

On April 26, 2011, the Board approved the plans and specifications for the Mecca 18" Waterline Extension Project. A Notice Inviting Bids was published May 13th and 20th, 2011 with sealed bids due on June 1, 2011.

The Clerk of the Board received 5 bids. The bid submitted by the apparent low bidder Gouin Excavating was determined to be non-responsive for failure to complete all the required bid forms, including signature on both the bid proposal and the Non-Collusion Affidavit. The bid submitted by Jones Bros. Construction, the second lowest bidder, appears to be in appropriate form.

County Counsel has determined that the bid may be awarded to Jones Bros. Construction as the lowest responsible bidder. Therefore RDA staff recommends that the Board award the contract to the lowest responsible bidder, Jones Bros. Construction, in the amount of \$267,950 and approve the project budget as follows:

Project Budget:

Construction	267,950
Permits/Inspection/ Misc.	75,000
Materials Testing & Inspection	8,000
Project Management	4,000
<u>Subtotal</u>	<u>\$354,950</u>
Contingency 10%	35,495
<u>Project Total</u>	<u>\$390,445</u>

The project will be funded entirely by Redevelopment Agency Capital Improvement Funds - DCPA and will not impact County General Funds.

Attachments:

- Exhibit A - Bid Summary
- Exhibit B - Agreement Forms (3 copies)
- Exhibit C - Performance and Payment Bonds
- Exhibit D - Certificate of Liability Insurance and Worker's Compensation Insurance

Exhibit A – Bid Summary

Bid Summary

TO:	Pamela J. Walls County Counsel	PROJECT:	Mecca 18" Waterline Project
FROM:	Jane Jennings 955-8092 Clerk of the Board	BID DATE:	06/01/11
Project Mgr:	Anna Rodriguez - EDA (760) 863-2537	BID TIME:	2:00 p.m.
		ITEM/DATE:	4.7 of 04/26/11

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Gouin Excavating 12755 Cardinal Ct. Victorville, CA 92392 (760) 956-7064	Base Bid:	\$ 254,075.00
---	-----------	---------------

J&J Brothers Construction Company, Inc. dba: Jones Bros. Construction P.O. Box 905 85-989 Ave 52 Coachella, CA 92236 (760) 347-2291	Base Bid:	\$ 267,950.00
--	-----------	---------------

Downing Construction, Inc. 35018 Yucaipa Blvd. Yucaipa, CA 92399 (909) 797-7444	Base Bid:	\$ 387,140.00
--	-----------	---------------

Superior Ready Mix Concrete, L.P. dba: Simon Contracting P.O. Box 10990 Indio, CA 92202 (760) 347-5399	Base Bid:	\$ 431,529.00
--	-----------	---------------

Paulus Engineering, Inc. 2871 E. Coronado St. Anaheim, CA 92806-2504 (714) 632-3975	Base Bid:	\$ 515,250.00
--	-----------	---------------

Exhibit B – Agreement Forms (3 Copies)

CONTRACT

This Contract is made and entered into on June 14, 2011, by and between the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE hereinafter called "Owner", and J & J Brothers Construction Company, Inc. aka: Jones Bros Construction Company, hereinafter called "Contractor". This Contract is for that Work described in the Contract Documents entitled AVENUE 66 18" DIP WATERMAIN EXTENSION.

A. Recitals

1. Contractor, in response to a Notice Inviting Bids issued by Owner, has submitted a bid proposal for the above entitled Work.
2. Owner has duly opened and considered said bid proposal, and has duly awarded said bid to Contractor in accordance with said Notice Inviting Bids, and has given written Notice of Award to Contractor on June 14, 2011.

Contractor has obtained and delivers concurrently herewith specified Performance and Payment Bonds and the Certificate of Insurance as required by the Contract Documents.

B. Terms

1. Incorporation of Documents

This Contract includes and hereby incorporates in full by this reference the Contract Documents for the above entitled Work.

The Contract Documents set forth herein consist of: Notice Inviting Bids, Bidding Documents, Bid Bond, this Contract including Contractor's Labor Certification and any Contract Change Orders, Performance and Payment Bonds, Certificates of Insurance, Contract Appendix, Special Requirements, Basic and Technical Specifications, Construction and Standard Drawings, and any addenda thereto.

2. Contractor's Basic Obligation

Contractor agrees to provide the Work specified in the following bid schedules and/or bid items:
Avenue 66 18" DIP Watermain Extension

for Two Hundred Sixty Seven thousand Nine Hundred + Fifty dollars (\$267,950.00), said amount being subject to adjustment in accordance with the applicable terms of the Contract Documents.

Contractor agrees to perform said Work, at said Contract amount, in accordance with the following Contract Completion Schedule:

60 calendar days after date of Notice to Proceed.

Contractor agrees that if the aforesaid Contract Completion Schedule is not met, liquidated damages will apply as provided by the Contract Documents, in the following amounts and under the following conditions:

\$1,000 per calendar day that the Work remains incomplete following the dates established by the Contract Completion Schedule, as adjusted for due cause by Change Order.

3. Owner's Basic Obligation

Owner agrees to engage and does hereby engage said Contractor as an independent Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum aforesaid and hereby contracts to pay said sum at the time, in the manner, and in accordance with the conditions set forth in the Contract Documents.

4. Contractor's Labor Certification

Contractor states that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with provisions of that Code, and Contractor agrees to comply with such provisions before commencing the performance of the Work of this Contract.

5. Litigation or Enforcement Action Costs Arising from Contractor's Operations

If the Owner and/or its Officials, Officers, Employees, Agents, Consultants, and Engineers are named, or are required to testify or contribute time and expense in any other way, in any suit or enforcement action of any kind brought to recover alleged damages or remedy alleged violations resulting from the acts or omissions (including negligent acts or omissions) in connection with, or accidents arising from, the acts, operations, and responsibilities of the Contractor, its Subcontractors, or others associated with or working under Contractor, in direct or indirect relation to the performance of the Work, the Owner and/or its Directors, Officers, Employees, Agents, Consultants, and Engineers shall be held financially harmless and they shall be legally defended (with counsel acceptable to the named party) by the Contractor from any claims for damages and they shall be reimbursed for any reasonable costs incurred by them for lost time, expert assistance, and incidental expenses in connection with their need to defend themselves against such claims, or to contribute time and expense in any other such way, whether or not the suit or enforcement action proceeds to final judgment. This section shall apply and be enforceable for the full time of any applicable statute of limitations.

6. Successors

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Owner.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

J & J Brothers Construction Company, Inc.
DBA: Jones Bros. Construction Co.
(Contractor)

By: [Signature]
(Authorized Representative, Written Signature)

Johnny Jones
(Authorized Representative, Typed or Printed Name)

Title: President
[Individual, Partner, Corporate Officer (Title)]

ATTEST: (If Corporation)

By [Signature]

Title Secretary / Vice President

Corporate Seal

REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE

By: [Signature]
BOB BUSTER

Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-HEM, Clerk

ATTEST: By [Signature]
DEPUTY

Clerk/Secretary

APPROVED AS TO FORM AND EXECUTION

[Signature] 7/13/11
Counsel for Owner

By Marsha L. Victor

NOTARY (CONTRACTOR)

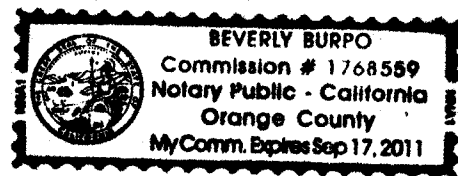
STATE OF California
COUNTY OF Riverside

On 6/22, 2011, before me, Beverly Burpo, Notary Public, personally appeared Johnny Jones and Michael Jones who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Beverly Burpo
Signature of Notary



(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents) or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

Exhibit C – Performance and Payment Bonds

With Corresponding Power of Attorney

PERFORMANCE BOND
(California Public Work)
REQUIRED FORM

Bond Number 17s102090

Rate of Premium (\$/1,000) \$17.00

Amount of Premium \$4,555.00

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (also herein "Obligee") has awarded to J & J BROTHERS CONSTRUCTION CO., * (hereinafter designated "Contractor" and "Principal") a contract for the Work described as follows: AVENUE 66 18" DIP WATERMAIN EXTENSION, County of Riverside, California (hereinafter referred to as the "Public Work"); and

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated June 14, 2011, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof,

NOW, THEREFORE, we J & J BROTHERS CONSTRUCTION CO., INC. d/b/a JONES**, the undersigned Contractor, as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE in the sum of TWO HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED*** dollars, \$267,950.00--, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the 18-month guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers, employees, and agents, as stipulated in the said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Public Work Contract or to the Work to be performed thereunder, or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of June, 2011.

PRINCIPAL:

J & J BROTHERS CONSTRUCTION CO., INC.
Name d/b/a JONES BROS CONSTRUCTION CO.

By [Signature]
(Authorized Representative, Written Signature)

Johnny Jones
(Authorized Representative, Typed or Printed Name)

Title President
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By [Signature]

Title Mike Jones, Secretary/Vice President

(Corporate Seal)

SURETY:

Name LIBERTY MUTUAL INSURANCE COMPANY

By [Signature]
(Authorized Representative, Written Signature)

Cynthia M. Burnett
(Authorized Representative, Typed or Printed Name)

Title Attorney-in-Fact
[Individual, Partner, Corporate Officer (Title)]

Witness:
~~Attest~~ (If Corporation)

By [Signature]

Jason Paer
Title Littleton, Colorado

(Corporate Seal)

Note: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

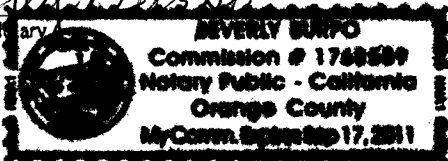
NOTARY FOR PRINCIPAL

STATE OF California
COUNTY OF Riverside

On 6/22, 2011, before me, Beverly Burpo, Notary Public, personally appeared Johnny Jones and Michael Jones, 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.

Beverly Burpo
Signature of Notary


(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents) or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

NOTARY FOR SURETY

STATE OF Colorado
COUNTY OF Arapahoe

On June 16, 2011, before me, Alexander D. Rothey, personally appeared Cynthia M. Burnett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Alexander D. Rothey
My Commission Expires: July 21, 2013

(Notary Seal)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Liberty Mutual Insurance Company

7800 South Elati Street, Suite 100

Littleton, Colorado 80120

Name and address of agent or representative
for service of process in California, if different
from above

Desert Empire Insurance Services, Inc.

77-564 Country Club Drive, Suite 401

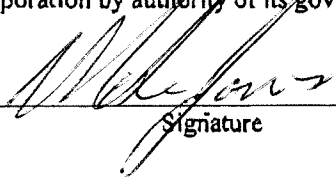
Palm Desert, California 92211

Telephone number of Surety and agent or representative
for service of process in California

(303) 225-8030 / (760) 360-4700

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mike Jalce, certify that I am the Corporate Secretary of the corporation named as principal to the within bond; that Johnny Jalce who signed the said bond on behalf of the principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.



Signature

(Corporate Seal)

PAYMENT BOND
(California Public Work)
REQUIRED FORM

Bond Number 17s102090

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (referred to hereinafter as "Obligee") has awarded to J & J BROTHERS CONSTRUCTION CO., INC.* (hereinafter designated "Contractor" and "Principal"), a contract dated June 14, 2011, for the Work described as follows: **AVENUE 66 18" DIP WATERMAIN EXTENSION, County of Riverside, California** (hereinafter referred to as the "Public Work Contract") and

WHEREAS, said Contractor is required to furnish a bond in connection with said Public Work Contract, providing that if said Contractor or any of his or its subcontractors shall fail to pay for any materials, provisions, provender, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we J & J BROTHERS CONSTRUCTION CO., INC. d/b/a JONES**, the undersigned Contractor, as Principal and LIBERTY MUTUAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and to any and all material men, persons, companies or corporations furnishing materials, provisions, provender and other supplies used in, upon, for or about the performance of the said Public Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Public Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the said Contractor, the sum of TWO HUNDRED SIXTY SEVEN THOUSAND*** dollars, \$267,950.00--, said sum being not less than 100% of the total amount payable by said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to file claims under Sections 3110, 3111, 3112 and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the Work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of June, 2011.

PRINCIPAL:

J & J BROTHERS CONSTRUCTION CO., INC.
Name d/b/a JONES BROS. CONSTRUCTION CO.

By [Signature]
(Authorized Representative, Written Signature)

Johnny Jones
(Authorized Representative, Typed or Printed Name)

Title President
[Individual, Partner, Corporate Officer (Title)]

Attest: (If Corporation)

By [Signature]

Title Mike Jones, Secretary/Vice President

(Corporate Seal)

SURETY:

Name LIBERTY MUTUAL INSURANCE COMPANY

By [Signature]
(Authorized Representative, Written Signature)

Cynthia M. Burnett
(Authorized Representative, Typed or Printed Name)

Title Attorney-in-Fact
[Individual, Partner, Corporate Officer (Title)]

Witness: ~~Attest:~~ (If Corporation)

By [Signature]

Jason Paer
~~Title~~ Littleton, Colorado

(Corporate Seal)

Note: Both Principal and Surety signatures must be notarized. A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

NOTARY FOR PRINCIPAL

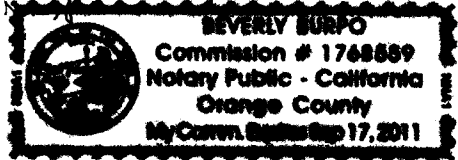
STATE OF California
COUNTY OF Riverside

On 6/22/11, 2011, before me, Beverly Burpo Notary Public, personally appeared Johnny Jones and Michael Jones 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.

Beverly Burpo
Signature of Notary



(Notary Seal)

NOTARY FOR SURETY

STATE OF Colorado
COUNTY OF Arapahoe

On June 16, 2011, before me, Alexander D. Rothery, personally appeared Cynthia M. Burnett who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Alexander D. Rothery

My Commission Expires: July 21, 2013

(Notary Seal)

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents), or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Liberty Mutual Insurance Company

7800 South Elati Street, Suite 100

Littleton, Colorado 80120

Name and address of agent or representative
for service of process in California, if different
from above

Desert Empire Insurance Services, Inc.

77-564 Country Club Drive, Suite 401

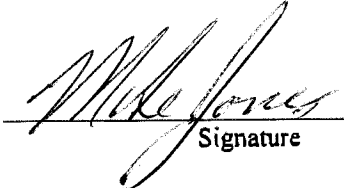
Palm Desert, California 92211

Telephone number of Surety and agent or representative
for service of process in California

(303) 225-8030 / (760) 360-4700

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mike Jones, certify that I am the Corporate Secretary of the corporation named as principal to the within bond; that Johnny Jones who signed the said bond on behalf of the principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.



Signature

(Corporate Seal)

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DOUGLAS J. ROTHEY, CYNTHIA M. BURNETT, ERIK ULIBARRI, ALL OF THE CITY OF LITTLETON, STATE OF COLORADO.....

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 9th day of November 2010.

LIBERTY MUTUAL INSURANCE COMPANY

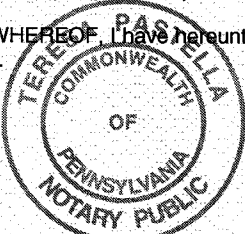


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of November, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 16th day of June, 2011.



By David M. Carey, Assistant Secretary

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

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

Exhibit D – Certificate of Liability and Worker's Compensation Insurance

CONTRACT CERTIFICATE OF INSURANCE

ISSUE DATE: 6/29/11

OWNER OR CERTIFICATE HOLDER: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
 CONTRACTOR OR INSURFD: Jones Brothers Construction Co.
 PROJECT: AVENUE 66.18" DIP WATERMAIN EXTENSION

This certificate is issued as a matter of information only and confers no rights upon the certificate holder; it does not alter, amend, or extend the coverage afforded by the policies listed below.

Insurance Type	Insurance Company	Policy Number	Policy Effective Date	Policy Expiration Date	Description	Limits	
						Furnished	Specified
Worker's Compensation and Employer's Liability	Seabright Ins. Co. NAIC #45563	BB1110807	1/1/11	1/1/12	Statutory Accident-Policy Limit Disease-Policy Limit Disease-Each Employee	\$1,000,000 \$1,000,000 \$1,000,000	Statutory \$1,000,000 \$1,000,000 \$1,000,000
Automobile Liability	Netherlands Ins Co NAIC #24171	BA9574172	3/27/11	3/27/12	Combined Single Limit Bodily Injury (per accident) Bodily Injury (per person) Property Damage	\$1,000,000 \$ \$ \$	\$1,000,000 \$1,000,000 \$1,000,000 \$500,000
General Liability	Scottsdale Ins Co NAIC #41297	BCS0002486	4/14/11	4/14/12	General Aggregate* Each Occurrence*	\$2,000,000 \$1,000,000	\$2,000,000 \$1,000,000
Excess Liability	Scottsdale Ins Co NAIC #41297	XLS007375	4/14/11	4/14/12	* Occurrence and aggregate limits apply per project. Each Occurrence Aggregate	\$4,000,000 \$4,000,000	\$ \$
Course of Construction of Installation-Floater	Travelers Property/Casualty Co. NAIC #125674	6601160C993	11/30/10	11/30/11		\$2,500,000	TOTAL CONTRACT AMOUNT

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

I, Van G Tanner certify that I have authority to and hereby execute this certificate on behalf of the insurer(s) referenced above.
 Date: 6/29/11 Signature: [Signature] Title: Agent Address: 77564 Country Club Dr. #401 Palm Desert, CA 92211 Telephone: 760-360-4700

0107

See required Contract Insurance Endorsement

**CONTRACT INSURANCE ENDORSEMENT
(REQUIRED)**

Company names, policy numbers, effective and expiration dates, and furnished limits set forth in the Contract Certificate of Insurance identify applicable insurance policies in which coverage is provided for the named project. Policy of insurance listed in the Certificate of Insurance has been issued to the named insured by each indicated insurance company for the policy period indicated and, as of the date of the aforementioned certificate, is in full force and effect. The insurance afforded by each policy described therein is subject to all the terms, conditions, limitations, and exclusions of such policy.

Automobile liability insurance covers all owned, non-owned, borrowed, and/or hired vehicles used by or for the benefit of Contractor. General liability insurance covers premises and operations, products and completed operations, blanket contractual (oral and written), independent contractors, owners and contractors protective, and, if applicable to the Work, collapse, explosion and underground hazards. Excess liability insurance covers all automobile and general liability coverages. Course of construction insurance covers fire and lightning, extended coverage, and vandalism and malicious mischief.

With respect to automobile, general, and excess liability insurance, Owner, its officials, officers, managers, agents, engineers, employees, and volunteers are covered as additional insureds to the extent of the limits set forth in the Contract Certificate of Insurance, but only while acting in their capacities as such, for liability arising from or in connection with the performance of the Work by Contractor, its agents, associates, representatives, employees, and subcontractors of every tier. With respect to course of construction or installation floater insurance, Owner is covered as additional insured. Insurer waives its rights of subrogation against the additional insureds.

Contractor's insurance is primary for additional insureds with respect to the performance of Contractor, those associated therewith, and those working thereunder, and any like insurance of Owner, its officials, officers, managers, agents, engineers, employees, and volunteers is excess and not contributing insurance with respect to insured claims under Contractor's policies. Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought.

Contractor's insurance will not be cancelled, reduced, suspended, terminated, or voided in coverage or limits [except for general liability where the general aggregate limit has been reduced by claim(s) in which case insurer will immediately notify Owner of reduction in general aggregate limit resulting from such claim(s)] unless thirty (30) days prior written notice, by certified mail return receipt requested, has been given to Owner. Any failure to comply with reporting provisions of policies, including breaches of warranties, will not affect coverage provided to additional insureds.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

I, Van G Tanner, certify that I have authority to and hereby execute this endorsement on behalf of the insurer(s) referenced below.

Date: 6/29/11 Signature: *Van G Tanner* Title: Agent
 Address: 77564 Country Club Dr. #401 Palm Desert, CA 92211 Telephone: 760-360-4700

Insurance policies to which this Contract Insurance Endorsement apply are as follows:

Insurance Type	Insurance Company	Policy Number	Policy Effective Date	Policy Expiration Date
Workers Compensation and Employers Liability	SeaBright Ins	BB1110807	1/1/11	1/11/12
Automobile Liability	Netherlands Ins	BA9574172	3/27/11	3/27/12
General Liability	Scottsdale Ins	BCS0002436	4/14/11	4/14/12
Excess Liability	Scottsdale Ins	XLS007375	4/14/11	4/14/12
Course of Construction or Installation Floater	Travelers Prop. Casualty Co.	6601160C993	11/30/10	11/30/11

Use separate Contract Insurance Endorsement if required (copy as needed).

Ratings & Analysis Center

Regional Centers: Asia Pacific | Canada | Europe, Middle East and Africa

Home | About Us | Contact Us | Sitemap

Ratings & Analysis

- » Home
- » Best's Credit Ratings +
 - » Financial Strength Ratings
 - » Issuer Credit Ratings
 - » Debt Ratings
 - » Advanced Search
- » About Best's Credit Ratings +
- » Get a Credit Rating +
- » Best's Special Reports
- » Add Best's Credit Ratings Search To Your Site
- » BestMark for Secure-Rated Insurers
- » Contact an Analyst
- » Awards and Recognitions

News & Research

Products & Services

Industry Information

Corporate

Support & Resources

Conferences and Events

Travelers Property Casualty Co of Amer

Print this page

(a member of [Travelers Group](#))

A.M. Best #: 004461 NAIC #: 25674 FEIN #: 362719165

Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



Parent Stock Ticker New York Stock Exchange [NYSE:TRV](#)

Address: One Tower Square
Hartford, CT 06183
UNITED STATES

Phone: 860-277-0111

Fax: 860-277-7002

Web: www.travelers.com

Best's Ratings

Financial Strength Ratings [View Definitions](#) **Issuer Credit Ratings** [View Definitions](#)

Rating: **A+ (Superior)**
Affiliation Code: **g (Group)**
Financial Size Category: **XV (\$2 Billion or greater)**
Outlook: **Stable**
Action: **Affirmed**
Effective Date: **May 26, 2011**

Long Term: **aa**
Outlook: **Stable**
Action: **Affirmed**
Date: **May 26, 2011**

* Denotes Under Review [Best's Ratings](#)

Reports and News

Visit our [NewsRoom](#) for the latest [news and press releases](#) for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 05/26/2011 (represents the latest significant change).
Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
Data Status: 2011 Best's Statement File - P/C, US. Contains data compiled as of 6/30/2011 (Quality Cross Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.

Data Status: Contains data compiled as of 6/30/2011 (Quality Cross Checked).

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.
Data Status: 2009 Financial Data (Quality Cross Checked).

Financial and Analytical Products

[Best's Key Rating Guide - P/C, US & Canada](#)

[Best's Statement File - P/C, US](#)

[Best's Statement File - Global](#)

[Best's Insurance Reports - P/C, US & Canada](#)

[Best's State Line - P/C, US](#)

[Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)

[Best's Schedule F \(Reinsurance\) - P/C, US](#)

[Best's Schedule D \(Municipal Bonds\) - US](#)

[Best's Schedule D \(Common Stocks\) - US](#)

[Best's Corporate Changes and Retirements - P/C, US/CN](#)

[Best's Schedule P \(Loss Reserves\) - P/C, US](#)

[Best's Schedule D \(Corporate Bonds\) - US](#)

Member Center
For ratings and product access
[Login](#) | [Sign-up](#)

Find a Best's Credit Rating
Enter a Company Name
[» Advanced Search](#)

Get Rated by A.M. Best

[View Rating Definitions](#)
Select one...