

PUBLIC WORKS CONSTRUCTION CONTRACT

This Public Works Construction contract ("Contract") made and entered into this 30th day of February, 2013, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California, (hereinafter "City"), and Silvia Construction, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and perform all of the work for the following: PARIS 2013, Resurfacing Project (1-34), complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **PARIS 2013 RESURFACING PROJECT (1-34), Project No. 41052.**
2. **THE CONTRACT SUM:** City shall pay Contractor the sum of \$595,562.60 as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings requirement to be withheld by City pursuant to an escrow agreement as set forth in the Public Contract Code Section 22300.
3. **TIME FOR COMPLETION:** The Work shall be completed within **sixty (60)** calendar days from and after the date of the delivery to Contractor of a written Notice to Proceed by City.
4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of **five hundred dollars (\$500)** for each consecutive calendar day in excess of the specified time for completion of Work.

Execution of the Contract shall constitute agreement by City and Contractor that **five hundred dollars (\$500)** per day is the estimated damage to City caused by the failure of the Contractor to complete the Work within the allowed time. Such sum is for liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

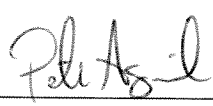
5. **CONTRACT DOCUMENTS:** This Contract includes all of the Contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Conditions, Special Provisions and Specifications, and any addenda thereto.

6. **ATTORNEYS' FEES:** In the event any legal action is commenced to enforce or interpret the terms or conditions of the Contract documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.
7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of \$375,000 or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.
8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.
9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.
10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.
11. **SEVERABILITY:** Any provision or part of the Contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

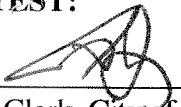
(SEAL)

City of Redlands
(Owner)

By: 

Mayor, City of Redlands, County of
San Bernardino, California

ATTEST:



City Clerk, City of Redlands
County of San Bernardino, California

(SEAL)

SILVIA CONSTRUCTION, INC.

Name of Contractor

By: 

Signature of Authorized Agent

VICE PRESIDENT, KURTIS AKABORI

Title

Signature of Authorized Agent (if necessary)

Title

568194 A

Contractor's License No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

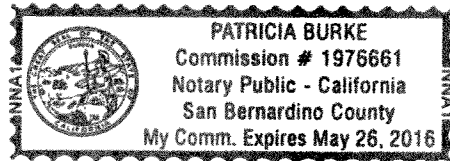
On FEBRUARY 25, 2013, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **KURTIS AKABORI**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 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 _____

NUMBER OF PAGES: _____ DATE OF DOCUMENT: _____

Signer(s) Other Than Named Above: _____

CAPACITY CLAIMED BY SIGNER

Signer's Name: Kurtis Akabori

- ☐ INDIVIDUAL
- ☐ PARTNER
- ☒ CORPORATE OFFICER VICE PRESIDENT
TITLE
- ☐ ATTORNEY IN FACT
- ☐ TRUSTEE
- ☐ GUARDIAN OR CONSERVATOR
- ☐ Other _____

RIGHT THUMBPRINT OF
SIGNER

Signer is Representing: SILVIA CONSTRUCTION, INC.
NAME OF PERSON(S) OR ENTITY(S)

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
PARIS 2013 RESURFACING PROJECT (1-34)
Project No. 41052

Labor Code, Section 3700, provides, in part that:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract. (Labor Code section 1861)

Dated this 25th day of FEBRUARY 2013.

SILVIA CONSTRUCTION, INC.

(Contractor)



(Signature)

VICE PRESIDENT, KURTIS AKABORI

(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

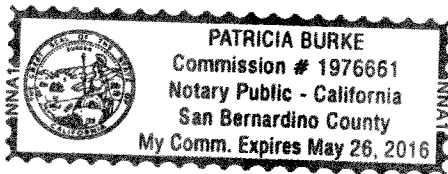
- ☒ See Attached Document (Notary to cross out lines 1-6)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

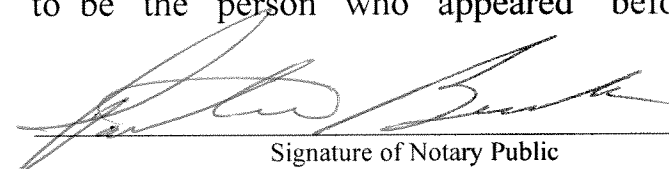
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 _____

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

Subscribed and sworn to (or affirmed) before me
on this 25th day of FEBRUARY, 2013, by
KURTIS AKABORI,
proved to me on the basis of satisfactory evidence
to be the person who appeared before me.




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.

Further Description of Any Attached Document

Title Or Type Of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF
SIGNER

RIGHT THUMBPRINT OF
SIGNER

PERFORMANCE BOND

Whereas, the City Council of the City of Redlands, State of California, and Silvia Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2013, and identified as **Construction of PARIS 2013 RESURFACING PROJECT (1-34), Project No. 41052** is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the performance of said project.

Now, therefore, said Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as surety, are held firmly bound unto the City of Redlands (hereinafter call "City"), in the penal sum of Five Hundred Ninety-Five Thousand Five Hundred Sixty-Two Dollars and Sixty Cents (\$595,562.60) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or hers heirs, executors, administrator, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, or 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 true intent and meaning, and shall defend, indemnify and save harmless the City, its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on
FEBRUARY 22, 2013.

SILVIA CONSTRUCTION, INC. (SEAL)

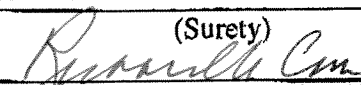
BY:  (Contractor)

(Signature)

KURTIS AKABORI
VICE PRESIDENT

(Seal and Notarial Acknowledgment of Surety)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

BY:  (Surety)

RICHARD A. COON (Signature) ATTORNEY-IN-FACT

Address: C/O ZURICH 1400 AMERICAN LANE
SCHAUMBURG, IL 60196

Telephone (213) 270-0600

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

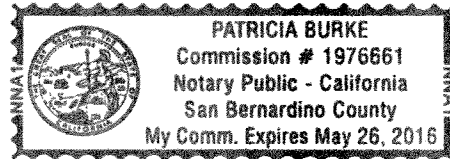
On FEBRUARY 25, 2013, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **KURTIS AKABORI**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public



Place Notary Seal Above

-----OPTIONAL-----

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DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES: _____ DATE OF DOCUMENT: _____

Signer(s) Other Than Named Above: _____

CAPACITY CLAIMED BY SIGNER

Singer's Name: Kurtis Akabori

- ☐ INDIVIDUAL
- ☐ PARTNER
- ☒ CORPORATE OFFICER VICE PRESIDENT
TITLE
- ☐ ATTORNEY IN FACT
- ☐ TRUSTEE
- ☐ GUARDIAN OR CONSERVATOR
- ☐ Other _____

RIGHT THUMBPRINT OF
SIGNER

Signer is Representing: SILVIA CONSTRUCTION, INC.
NAME OF PERSON(S) OR ENTITY(S)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 2-22-13 before me, Jan C. Moran, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard A. Coon
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 Jan C. Moran
Signature of Notary Public
Jan C. Moran

OPTIONAL

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

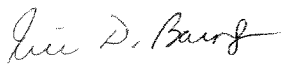
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

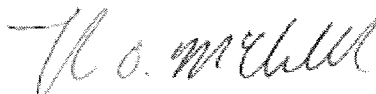
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Assistant Secretary
Eric D. Barnes


Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 25th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Silvia Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2013, and identified as **PARIS 2013 RESURFACING PROJECT (1-34), Project No. 41052** is hereby referred to and made a part hereof; and

Whereas, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Redlands to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City of Redlands and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Five Hundred Ninety-Five Thousand Five Hundred Sixty-Two Dollars and Sixty Cents (\$595,562.60) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Redlands in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on
FEBRUARY 22, 2013.

SILVIA CONSTRUCTION, INC. (SEAL)

(Contractor)

(Signature)

KURTIS AKABORI
VICE PRESIDENT

(Seal and Notarial Acknowledgment of Surety)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

(Surety)

BY: Richard A. Coon
RICHARD A. COON (Signature) ATTORNEY-IN-FACT

Address: C/O ZURICH 1400 AMERICAN LANE
SCHAUMBURG, IL 60196

Telephone (213) 270-0600

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

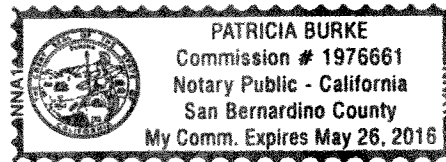
STATE OF CALIFORNIA

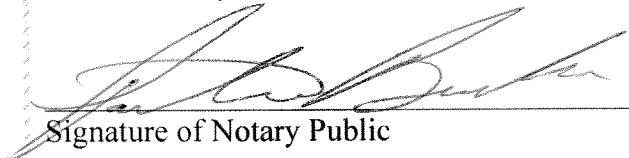
COUNTY OF SAN BERNARDINO

On FEBRUARY 25, 2013, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **KURTIS AKABORI**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public

Place Notary Seal Above

-----OPTIONAL-----

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Signer(s) Other Than Named Above: _____

CAPACITY CLAIMED BY SIGNER

Singer's Name: Kurtis Akabori

- ☐ INDIVIDUAL
- ☐ PARTNER
- ☒ CORPORATE OFFICER VICE PRESIDENT
TITLE
- ☐ ATTORNEY IN FACT
- ☐ TRUSTEE
- ☐ GUARDIAN OR CONSERVATOR
- ☐ Other _____

RIGHT THUMBPRINT OF
SIGNER

Signer is Representing: SILVIA CONSTRUCTION, INC.
NAME OF PERSON(S) OR ENTITY(S)

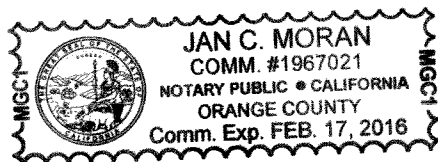
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 2-22-13 before me, Jan C. Moran, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard A. Coon
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 Jan C. Moran
Signature of Notary Public
Jan C. Moran

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

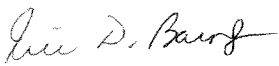
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

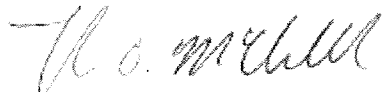
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Assistant Secretary
Eric D. Barnes


Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 25th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/13

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 Raintree Insurance Agency License #0557773 P.O. Box 2488 San Bernardino, CA 92406 Sandie Locklin		Phone: 909-881-2654 Fax:	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SILVI-1	FAX (A/C, No):														
INSURED Silvia Construction, Inc. 9007 Center Ave. Rancho Cucamonga, CA 91730		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Landmark American Insurance Co</td><td>33138</td></tr><tr><td>INSURER B : Depositors Insurance Company</td><td>42587</td></tr><tr><td>INSURER C : RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER D : Insurance Company of the West</td><td>27847</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>			INSURER	NAIC #	INSURER A : Landmark American Insurance Co	33138	INSURER B : Depositors Insurance Company	42587	INSURER C : RSUI Indemnity Company	22314	INSURER D : Insurance Company of the West	27847	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

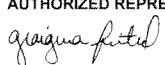
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	X		LHA136181	07/03/12	07/03/13	EACH OCCURRENCE	\$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 5,000	
	☒ CONTRACT PROTECT						PERSONAL & ADV INJURY	\$ 1,000,000	
	☒ BROAD FORM PD /						GENERAL AGGREGATE	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC							\$	
B	AUTOMOBILE LIABILITY			ACP7871895282	07/03/12	07/03/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	☒ HIRED AUTOS							\$	
☒ NON-OWNED AUTOS		\$							
C	UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE		NHA230785	07/03/12	07/03/13	EACH OCCURRENCE	\$ 10,000,000	
	DEDUCTIBLE						AGGREGATE	\$ 10,000,000	
	RETENTION \$							\$	
								\$	
								\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	N/A	X	WSA5004599-02	07/03/12	07/03/13	☒ WC STATUTORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							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
* 30 DAYS NOTICE				OF CANCELLATION EXCEPT					
10 DAYS FOR NON				PAYMENT OF PREMIUM *					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Paris 2013 - Resurfacing Project (1-34) Project #41052
City of Redlands and the Consultant are named as an Additional Insured with respects to General Liability. Coverage is Primary & Non-Contributing.
Waiver of Subrogation applies to Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

REDLAND City of Redlands Attn: City Clerk Civic Center 35 Cajon Street, Ste 4 Redlands, CA 92373	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 
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This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Name of Person or Organization:	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "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; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".
- B.** If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 7/3/2012
forms part of Policy Number LHA136181
issued to SILVIA CONSTRUCTION, INC.
by Landmark American Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - 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 **3 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization
**ANY PERSON OR
ORGANIZATION WHEN
REQUIRED BY WRITTEN
CONTRACT**

Job Description
**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 **07-03-12** Policy No. **WSA 5004599 02**

Endorsement No.

Insured **SILVIA CONSTRUCTION INC**

Premium \$ **INCL**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By

