

CONTRACT
ENCINITAS COMMUNITY PARK
Construction Contract

THIS CONTRACT is made in the County of San Diego, State of California, by and between the City of Encinitas hereinafter called "City", and USS Cal Builders, hereinafter called Contractor. City and the Contractor for the considerations stated herein agree as follows:

This contract supersedes the construction contract between City and Contractor executed on August 13, 2012 and nullifies the terms of that previous contract.

ARTICLE 1. SCOPE OF WORK.

The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Encinitas Community Park, **PROJECT NO. CMP02D**

The Contractor and its surety shall be liable to City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

The Work shall be commenced on the date stated in City's Notice to Proceed. The Contractor shall complete all Base Bid Work required by the Contract Documents within 260 working days from the commencement date stated in the Notice to Proceed. Should the City Council award any Bid Alternate items to the Contractor, the number of Working Days shall be increased in accordance with the table given in Section D, 6-7.4 of these Specifications.

By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

Time is of the essence. The Contractor shall complete the Work in strict accordance with all of the Contract Documents, subject to the orders of precedence.

This Contract shall supersede any prior agreement of the parties.

ARTICLE 3. CONTRACT PRICE.

City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Sixteen Million Nine Hundred Forty One Thousand Eight Hundred Eighty One Dollars and Sixty Three cents (\$16,941,881.63) as per the Base Bid Schedule and selected alternates as attached hereto as Exhibit 'A'. Payment shall be made as set forth in the General Conditions. Payment for any Bid Alternate additive items awarded to the Contractor shall be in addition to the Base Bid Contract price.

ARTICLE 4. LIQUIDATED DAMAGES.

In accordance with Government Code section 53069.85, it is agreed that the Contractor shall pay to the City of Encinitas the sum of \$1500.00 per day for each and every calendar day of unexcused total project delay in completing the work in excess of the number of working days prescribed above as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees City may in deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

In addition to the Liquidated Damages as specified above, the Contractor shall pay to the City of Encinitas Damages for Soils Reuse Delays in the amount of \$600.00 (six hundred dollars) for each and every calendar day of unexcused delay in excess of the number of working days specified in the contract for completing all soils reuse work associated with the project as compensation to the City for additional costs incurred for continuing soils and air quality sampling until said work is complete. The soils reuse work shall include the excavation of all soils indicated on the soils reuse plan, any necessary testing of the soils and testing of the excavated areas, excavation of the soils management area identified on the grading plan, and placement of all the soils identified as bearing elevated levels of pesticides in the soils management area with a clean cap as specified in the Soils Reuse Plan. The work shall also include the testing of the clean soils cap to ensure that it is clean and of the required depth, stabilization during and after the operation with the required storm water pollution control Best Management Practices, conducting the required air quality measures during operations as specified in the Soils Reuse Report and the Environmental Impact Report, completion of inspections with satisfactory findings by all required City staff and County staff, and cooperation with consultant from the commencement of Soils Reuse work until acceptance of the Closure Report by the County Department of Environmental Health.

A Bid Alternate has been established for the use of a contingency Soils Management Zone, should it become necessary during the implementation of the Soils Reuse Plan. If such Bid Alternate becomes necessary and is awarded to the Contractor, the number of Working Days for determining liquidated Damages for Soils Reuse Delays shall be increased as per Section 6-7.4 of these Specifications.

ARTICLE 5. PROVISIONS REQUIRED BY LAW.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project, including, but not limited to prevailing wage requirements.

ARTICLE 6. INDEMNIFICATION.

Contractor shall provide indemnification and insurance as set forth in the General Conditions.

ARTICLE 7. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which shall be obtained online at <http://www.dir.ca.gov/dlse/dlsepublicworks.html> and which must be posted at the job site.

ARTICLE 8. CONTRACT DOCUMENTS.

Contract Documents include but are not limited to the Contract, Addenda, notice inviting bids, instructions to bidders, Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice to Proceed), the project EIR, geotechnical report, and SWPPP, the bonds, permits from jurisdictional regulatory agencies, Special Provisions, Plans, Standard Plans, Standard Specifications (including San Dieguito Water District Water Agencies' Standards (WAS), Reference Specifications, executed Change Orders, and executed Supplemental Agreements.

ARTICLE 9. STATUS OF THE CONTRACTOR.

Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an independent contractor and not as an employee of the City. Contractor shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project. However, Contractor shall confer with the City as required to perform this Contract.

ARTICLE 10. VERBAL AGREEMENT OR UNDERSTANDING.

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of this Contract, shall effect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Contract.

ARTICLE 11. NOTICES.

Notices to the Contractor shall be sent to:

USS Cal Builders
8051 Main Street
Stanton, CA 90680

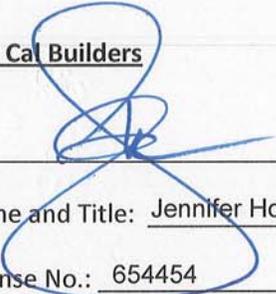
Notices to the City shall be sent to:

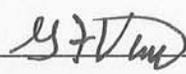
John Frenken
City of Encinitas
Parks and Recreation Department
505 South Vulcan Ave.
Encinitas, CA 92024

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year written below.

USS Cal Builders

City of Encinitas

By 

By 

Name and Title: Jennifer Hotrum, President

Print Name: Gus F Vina

License No.: 654454

Title: City Manager

Date: 9/17/2012

Date: 10/2/12

Exhibit "A"
Scope of Work

Base Bid Schedule: General Work					
	Item	Qty		Unit Price	Total Price
1	Mobilization	1	LS	\$ 216,000.00	\$ 216,000.00
2	Clear and Grub	1	LS	\$ 87,000.00	\$ 87,000.00
3	Grading	164100	CY	\$ 1.62	\$ 265,842.00
4	Fine Grading	1533000	SF	\$ 0.11	\$ 168,630.00
5	Soil Removal/Recompaction	32000	CY	\$ 2.81	\$ 89,920.00
6	Soil Reuse (Primary Soils Management Zone)	55000	CY	\$ 9.35	\$ 514,250.00
7	Storm Water Pollution Control/ SWPPP	1	LS	\$ 27,000.00	\$ 27,000.00
8	Striping, Signage, & Painted Curb	1	LS	\$ 48,600.00	\$ 48,600.00
9	Traffic Control	1	LS	\$ 54,000.00	\$ 54,000.00
	Utility Work			Unit Price	Total Price
10	Fire Hydrant Assembly	4	EA	\$ 5,562.00	\$ 22,248.00
11	Reclaimed Water 1-1/2" PVC	220	LF	\$ 12.42	\$ 2,732.40
12	Reclaimed Water 2" PVC	695	LF	\$ 15.12	\$ 10,508.40
13	Reclaimed Water 12" PVC	3,035	LF	\$ 115.56	\$ 350,724.60
14	Reclaimed Service 1-1/2"	2	EA	\$ 3,456.00	\$ 6,912.00
15	Reclaimed Water Service 6"	1	EA	\$ 23,247.00	\$ 23,247.00
16	Sewer 4" PVC	710	LF	\$ 48.60	\$ 34,506.00
17	Sewer 6" PVC	1,240	LF	\$ 51.84	\$ 64,281.60
18	Sewer 8" PVC	649	LF	\$ 92.88	\$ 60,279.12
19	Sewer Cleanout	29	EA	\$ 648.00	\$ 18,792.00
20	Sewer- Cut and Cap Existing Pump	1	EA	\$ 1,080.00	\$ 1,080.00

	Station					
21	Sewer Manhole	2	EA	\$	6,307.20	\$ 12,614.40
22	Water 1/2" PVC	980	LF	\$	10.80	\$ 10,584.00
23	Water 1" PVC	555	LF	\$	11.88	\$ 6,593.40
24	Water 2" PVC	320	LF	\$	15.12	\$ 4,838.40
25	Water 8" PVC	1,250	LF	\$	75.60	\$ 94,500.00
26	Water 12" PVC	2,735	LF	\$	133.92	\$ 366,271.20
27	Water- Remove Existing ACP	1,100	LF	\$	5.40	\$ 5,940.00
28	Water Service 1"	3	EA	\$	3,990.60	\$ 11,971.80
29	Water Service 2"	1	EA	\$	5,346.00	\$ 5,346.00
	Drainage				Unit Price	Total Price
30	Atrium Drain	129	EA	\$	248.40	\$ 32,043.60
31	Bio-Retention Area (C-1.8, p22)	1	LS	\$	183,600.00	\$ 183,600.00
32	Bio-Retention Area (Dog Park)	1	LS	\$	41,040.00	\$ 41,040.00
33	Catch Basin and Grate	73	EA	\$	1,431.00	\$ 104,463.00
34	Catch Basin per SDRSD D-8	3	EA	\$	2,997.00	\$ 8,991.00
35	Curb Inlet	5	EA	\$	5,076.00	\$ 25,380.00
36	HDPE Storm Drain Pipe 18"	2,540	LF	\$	64.80	\$ 164,592.00
37	HDPE Storm Drain Pipe 24"	450	LF	\$	77.76	\$ 34,992.00
38	Headwall	3	EA	\$	2,700.00	\$ 8,100.00
39	Headwall w/ Trashrack	12	EA	\$	3,888.00	\$ 46,656.00
40	Headwall with Manifold	1	EA	\$	4,050.00	\$ 4,050.00
41	Junction Structure - APWA 331	3	EA	\$	540.00	\$ 1,620.00
42	Junction Structure - APWA 332	25	EA	\$	702.00	\$ 17,550.00
43	Manhole	5	EA	\$	5,454.00	\$ 27,270.00
44	Manhole - APWA 320/ Modified APWA 320	3	EA	\$	9,558.00	\$ 28,674.00
45	Parkway Culvert APWA 151	11	EA	\$	2,430.00	\$ 26,730.00
46	Perforated Drain at Backstop (4")	570	LF	\$	37.80	\$ 21,546.00
47	Rip-Rap	3,125	SF	\$	21.60	\$ 67,500.00

48	Stormceptor	1	EA	\$	49,194.00	\$	49,194.00
49	Storm Drain 6" PVC	6,800	LF	\$	31.86	\$	216,648.00
50	Storm Drain 8" PVC	2,580	LF	\$	35.91	\$	92,647.80
51	Storm Drain 10" PVC	145	LF	\$	64.80	\$	9,396.00
52	Storm Drain 12" PVC	2,420	LF	\$	54.00	\$	130,680.00
53	Storm Drain 54" RCP	366	LF	\$	367.20	\$	134,395.20
54	Storm Drain Cleanout	11	EA	\$	324.00	\$	3,564.00
55	Subdrain- Play Area	40	LF	\$	59.40	\$	2,376.00
56	U-Channel 1'-6"	50	LF	\$	27.00	\$	1,350.00
57	V-ditch 1'-6" Deep	1,185	LF	\$	27.00	\$	31,995.00
58	V-Gutter	1,095	LF	\$	24.84	\$	27,199.80
	Building, Fence, and Wall Improvements				Unit Price		Total Price
59	Building- South Concession/ Restroom	1	LS	\$	525,000.00	\$	525,000.00
60	Building- North Restroom	1	LS	\$	510,000.00	\$	510,000.00
61	Electrical- Main Service	1	LS	\$	59,400.00	\$	59,400.00
62	Electrical- Site Conduits, Conductors, Trenching, Complete	1	LS	\$	95,040.00	\$	95,040.00
63	Light Fixture 14'	58	EA	\$	7,000.00	\$	406,000.00
64	Light Fixture (18' single head)	11	EA	\$	8,835.00	\$	97,185.00
65	Light Fixture (18' double head)	2	EA	\$	15,120.00	\$	30,240.00
66	Light Fixture (20' single head)	58	EA	\$	10,044.00	\$	582,552.00
67	Light Fixture (20' double head)	10	EA	\$	10,962.00	\$	109,620.00
68	Light Fixture- Bollard	4	EA	\$	9,450.00	\$	37,800.00
69	Junction Box for Future Light	69	EA	\$	1,252.00	\$	86,388.00
70	Fencing- Backstops at 2 Ballfields	1	LS	\$	155,000.00	\$	155,000.00
71	Fencing- 6' HT. Chainlink	360	LF	\$	37.80	\$	13,608.00
72	Fencing- 8' HT. Chainlink	1,340	LF	\$	59.40	\$	79,596.00
73	Fencing- 20' HT. Chainlink	450	LF	\$	145.80	\$	65,610.00

74	Fencing- Lodge Pole	115	LF	\$	48.60	\$	5,589.00
75	Gate w/ Pilasters- Tubular Steel	1	LS	\$	14,040.00	\$	14,040.00
76	Trash Enclosures	2	EA	\$	31,054.00	\$	62,108.00
77	Wall- 18" HT. at Park Entry	70	LF	\$	75.60	\$	5,292.00
78	Wall-18" Planter	300	LF	\$	75.60	\$	22,680.00
79	Wall-4' HT. For Material Bin Storage	70	LF	\$	86.40	\$	6,048.00
80	Wall 6' HT. Masonry w/ Pilaster	4,105	LF	\$	135.00	\$	554,175.00
81	Wall- Cheek Wall At Stair	175	LF	\$	86.40	\$	15,120.00
82	Wall- 6' HT. Masonry at Maintenance Yard	140	LF	\$	135.00	\$	18,900.00
83	Wall- Planter/Ret., incl. Guard Rail where required	475	LF	\$	145.80	\$	69,255.00
84	Wall- Seat Walls	45	LF	\$	378.00	\$	17,010.00
	Site Improvements				Unit Price		Total Price
85	Asphalt Paving	2700	TON	\$	100.00	\$	270,000.00
86	Bollards at Lot 'A'	7	EA	\$	702.00	\$	4,914.00
87	Class II Base- Provide and Place	8,009	TON	\$	23.76	\$	190,293.84
87A	Class II Base- Place Onsite Material	6,529	TON	\$	23.76	\$	155,129.04
88	Color Concrete Band 18" Wide	2105	LF	\$	19.44	\$	40,921.20
89	Color Concrete Walkways	116,040	SF	\$	9.18	\$	1,065,247.20
90	Concrete Mowcurb 6" Wide	6,750	LF	\$	12.96	\$	87,480.00
91	Concrete Mowcurb 12" Wide	1,130	LF	\$	16.20	\$	18,306.00
92	Concrete Stairs at Ball Fields	625	LF	\$	54.00	\$	33,750.00
93	6" Curb/ Class II Base	8,350	LF	\$	17.28	\$	144,288.00
94	6" Curb & Gutter/ Class II Base	3,670	LF	\$	22.68	\$	83,235.60
95	6" Curb & Gutter w/block out/ Class II Base	1,600	LF	\$	25.92	\$	41,472.00
96	Curb Ramp	25	EA	\$	810.00	\$	20,250.00
97	Driveway Approach - SDRSD G-14A	1	EA	\$	2,268.00	\$	2,268.00
98	Grass Pave2	1,480	SF	\$	13.50	\$	19,980.00

99	Overlook w/ Seatwall, Conc. Band, & Interlocking Paver	1	LS	\$	29,160.00	\$	29,160.00
100	Pavers	13,285	SF	\$	9.18	\$	121,956.30
101	6" PCC Pavement	785	SF	\$	8.10	\$	6,358.50
102	Simulated Bridges, Complete with Lodge Pole Fence, Stamped Concrete, and Flatwork	2	EA	\$	7,020.00	\$	14,040.00
103	Stabilized Decomposed Granite Walkways w/ Curbing	9,245	SF	\$	14.04	\$	129,799.80
	Landscaping					Total Price	
104	1 Gal. Container Planting (Install Only)	50,640	EA	\$	1.94	\$	98,241.60
105	15 Gal. Tree	461	EA	\$	129.60	\$	59,745.60
106	24" Box Tree	452	EA	\$	259.20	\$	117,158.40
107	3" Mulch	4,325	CY	\$	34.56	\$	149,472.00
108	Bio-Retention Planter Strips	6,280	SF	\$	4.32	\$	27,129.60
109	Bio-Swale w/ Boulders, Pebbles at Parking Lot E	2240	SF	\$	9.18	\$	20,563.20
110	Garden Buffer Bioswale w/ Boulders, Cobble	31295	SF	\$	9.18	\$	287,288.10
111	Hydroseed Mix (Irrigated)	126,315	SF	\$	0.45	\$	56,841.75
112	Hydroseed Mix (Non-irrigated)	329,375	SF	\$	0.06	\$	19,762.50
113	Infield Mix	45,740	SF	\$	1.30	\$	59,462.00
114	Irrigation (Complete)	1,154,545	SF	\$	1.14	\$	1,316,181.30
115	Palm Brehea armata 5' B.T.	13	EA	\$	3,780.00	\$	49,140.00
116	Palm Brehea armata 8' B.T.	7	EA	\$	4,590.00	\$	32,130.00
117	Palm Brehea armata 10' B.T.	3	EA	\$	5,400.00	\$	16,200.00
118	Palm Phoenix reclinata 10' B.T.	8	EA	\$	5,940.00	\$	47,520.00
119	Palm Queen 15' B.T.	35	EA	\$	540.00	\$	18,900.00
120	Palm Queen 18' B.T.	20	EA	\$	432.00	\$	8,640.00
121	Palm Queen 20' B.T.	16	EA	\$	432.00	\$	6,912.00

122	Soil Preparation	1,155,545	SF	\$	0.22	\$	254,219.90
123	Turf Stolons	624,740	SF	\$	0.09	\$	56,226.60
124	Vegetated Swale	24,000	SF	\$	0.38	\$	9,120.00
	Site Furnishings				Unit Price		Total Price
125	Bat Rack @ Dugouts	4	EA	\$	2,700.00	\$	10,800.00
126	Bench @ Dugouts	4	EA	\$	2,970.00	\$	11,880.00
127	Bench- Custom with Back	22	EA	\$	1,620.00	\$	35,640.00
128	Bench- Custom without Back	6	EA	\$	1,620.00	\$	9,720.00
129	Bike Rack	5	EA	\$	810.00	\$	4,050.00
130	Bleacher w/ Guard Rail	4	EA	\$	7,020.00	\$	28,080.00
131	BQ Unit Group	5	EA	\$	702.00	\$	3,510.00
132	BQ Unit Single	10	EA	\$	486.00	\$	4,860.00
133	Concrete Seating Pad- Accessible	7	EA	\$	2,700.00	\$	18,900.00
134	Concrete Seating Pad	12	EA	\$	2,700.00	\$	32,400.00
135	Picnic Tables	28	EA	\$	1,458.00	\$	40,824.00
136	Picnic Pads (Large 327 SF)	8	EA	\$	3,780.00	\$	30,240.00
137	Picnic Pads (Small 130 SF)	12	EA	\$	1,512.00	\$	18,144.00
138	Pitching Rubber, Bases, Home Plate (Complete Set)	2	EA	\$	5,940.00	\$	11,880.00
139	Pedestrian Drinking Fountain	4	EA	\$	2,970.00	\$	11,880.00
140	Score Table	2	EA	\$	1,890.00	\$	3,780.00
141	Trash / Recycle Receptacles (Install Only)	35	EA	\$	810.00	\$	28,350.00
	Street Improvements				Unit Price		Total Price
142	Adjust Existing Facility to Grade	11	EA	\$	702.00	\$	7,722.00
143	Asphalt Deeplift	450	LF	\$	9.72	\$	4,374.00
144	Asphalt Dike (6")	30	LF	\$	9.72	\$	291.60
145	Asphalt Grind and Overlay	165	SF	\$	2.16	\$	356.40
146	Asphalt Paving	151	TON	\$	102.60	\$	15,492.60
147	Class II Base	247	TON	\$	23.76	\$	5,868.72

148	Concrete Alley Apron	1020	SF	\$	6.48	\$	6,609.60
149	Concrete Cross Gutter	480	SF	\$	6.48	\$	3,110.40
150	Concrete Driveway (w/8" PCC/6" AB)	2	EA	\$	2,052.00	\$	4,104.00
151	Concrete Enhanced Paving @ Santa Fe Entry	208	SF	\$	8.10	\$	1,684.80
152	Concrete Pedestrian Ramp	8	EA	\$	449.28	\$	3,594.24
153	Concrete Sidewalk	2000	SF	\$	4.86	\$	9,720.00
154	6" Curb/ Class II Base	180	LF	\$	17.28	\$	3,110.40
155	6" Curb & Gutter/ Class II Base	595	LF	\$	21.60	\$	12,852.00
156	6" Curb & Gutter (Rolled), Incl. Transitions/ Class II Base	36	LF	\$	22.68	\$	816.48
157	Grass Pave2	225	SF	\$	13.50	\$	3,037.50
158	Miscellaneous Relocations	1	LS	\$	8,100.00	\$	8,100.00
159	Parkway Culvert	1	EA	\$	2,430.00	\$	2,430.00
160	Sawcut	675	LF	\$	10.80	\$	7,290.00
	Traffic Signal and Signage Improvements				Unit Price		Total Price
161	3" PVC Conduit	180	LF	\$	27.00	\$	4,860.00
162	2" PVC Conduit	150	LF	\$	27.00	\$	4,050.00
163	Signal Cables and Wires	1	LS	\$	21,600.00	\$	21,600.00
164	6T Pull Box	1	EA	\$	1,620.00	\$	1,620.00
165	6E Pull Box	1	EA	\$	1,890.00	\$	1,890.00
166	5T Pull Box	1	EA	\$	1,890.00	\$	1,890.00
167	5E Pull Box	2	EA	\$	1,890.00	\$	3,780.00
168	Type 1A Pole and Foundation	1	EA	\$	27,000.00	\$	27,000.00
169	Type 15TS Pole, Foundation, 15' Lum Arm	1	EA	\$	27,000.00	\$	27,000.00
170	HPS Luminaire	1	EA	\$	4,860.00	\$	4,860.00
171	SV-4-TB	1	EA	\$	1,620.00	\$	1,620.00
172	SV-1-T	1	EA	\$	1,620.00	\$	1,620.00

173	SP-1-T Ped. Head	1	EA	\$	1,620.00	\$	1,620.00
174	SP-2-T Ped Head	1	EA	\$	1,620.00	\$	1,620.00
175	Polara Audible Navigator PPB Assembly and System	8	EA	\$	24,300.00	\$	194,400.00
176	Type E Loop Detector	22	EA	\$	4,860.00	\$	106,920.00
177	Overhead Box Guard	1	EA	\$	1,620.00	\$	1,620.00
178	Miscellaneous Equipment Modification	1	LS	\$	12,960.00	\$	12,960.00
179	Miscellaneous Relocations/ Removals	1	LS	\$	16,200.00	\$	16,200.00
		Base Bid Total (on-site & off-site)				\$	13,805,048.49
	Bid Alternate 1: Asphalt Pave Parking Lots B, C, D, and E						
	Item	Qty			Unit Price		Total Price
1.1	Deduct 12" Class II Base	-8846	TON	\$	23.76	\$	(210,180.96)
1.2	8" Class II Base	5897	TON	\$	21.60	\$	127,375.20
1.3	4" AC Pavement	3289	TON	\$	91.80	\$	301,930.20
1.4	Striping, Pavement Marking, and Signage	1	LS	\$	59,000.00	\$	59,000.00
		Alternate 1 Total				\$	278,124.44
	Bid Alternate 2: Additional Pedestrian Lighting						
	Item	Qty			Unit Price		Total Price
2.1	Additional Pedestrian Path Lights	35	EA	\$	3,700.00	\$	129,500.00
		Alternate 2 Total				\$	129,500.00

Bid Alternate 3A: South Softball Field and Unpaved Parking Lot 'A'

	Item	Qty		Unit Price	Total Price
Playing Field					
3A.1	Backstop	1	LS	\$ 55,080.00	\$ 55,080.00
3A.2	Bat Rack @ Dugouts	2	EA	\$ 1,512.00	\$ 3,024.00
3A.3	Bench @ Dugouts	2	EA	\$ 2,700.00	\$ 5,400.00
3A.4	Bleacher w/ Guard Rail	2	EA	\$ 5,940.00	\$ 11,880.00
3A.5	Concrete Mowcurb 12" Wide	360	LF	\$ 15.12	\$ 5,443.20
3A.6	Hydroseed Mix (Non-Irrigated)	-85,045	SF	\$ 0.06	\$ (5,102.70)
3A.7	Irrigation At Turf	85,045	SF	\$ 1.40	\$ 119,063.00
3A.8	Fencing- 8' HT. Chainlink	370	LF	\$ 59.40	\$ 21,978.00
3A.9	Fencing- 20' HT. Chainlink	120	LF	\$ 313.20	\$ 37,584.00
3A.10	Pitching Rubber, Bases, Home Plate (Complete)	1	EA	\$ 8,100.00	\$ 8,100.00
3A.11	Score Table	1	EA	\$ 1,890.00	\$ 1,890.00
3A.12	Soil Preparation	85,045	SF	\$ 0.16	\$ 13,607.20
3A.13	Trash/ Recycling Receptacles (Install Only)	2	EA	\$ 1,242.00	\$ 2,484.00
3A.14	Turf Stolons	85,045	SF	\$ 0.09	\$ 7,654.05
Unpaved Parking Lot 'A'					
3A.15	12" Class II Base	1,475	TON	\$ 23.76	\$ 35,046.00
3A.16	6" Concrete Wide PCC Strip	145	LF	\$ 9.18	\$ 1,331.10
3A.17	3' Concrete V-Gutter	185	LF	\$ 19.44	\$ 3,596.40
3A.18	6" Curb/ Class II Base	550	LF	\$ 16.20	\$ 8,910.00
3A.19	6" Curb & Gutter/ Class II Base	5	LF	\$ 21.60	\$ 108.00
3A.20	Signage and Curb Markings	1	LS	\$ 48,600.00	\$ 48,600.00
3A.21	24" Box Tree	9	EA	\$ 378.00	\$ 3,402.00
3A.22	1 Gallon Container Planting (Install	314	EA	\$ 1.73	\$ 543.22

	Only)				
3A.23	Hydroseed (Non-Irrigated)	-23,960	SF	\$ 0.16	\$ (3,833.60)
3A.24	Irrigation- Complete	1,520	SF	\$ 2.00	\$ 3,040.00
3A.25	3" Mulch	14	CY	\$ 0.22	\$ 3.08
3A.26	Soil Preparation	1,520	SF	\$ 0.27	\$ 410.40
		Alternate 3A Total			\$ 389,241.35

Bid Alternate 3B: Pave Parking Lot 'A'

	Item	Qty		Unit Price	Total Price
3B.1	12" Class II Base (Subtract from Bid Alt 3A)	-1,493	TON	\$ 23.76	\$ (35,473.68)
3B.2	8" Class II Base	995	TON	\$ 22.68	\$ 22,566.60
3B.3	4" AC Pavement	555	TON	\$ 3.78	\$ 2,097.90
3B.4	Pavement Marking/ Striping	1	LS	\$ 37,800.00	\$ 37,800.00
		Alternate 3B Total			\$ 26,990.82

Bid Alternate 4B: Dog Park Landscaping, Turf, Hardscape, and Fencing Improvements (Complete Dog Park)

	Item	Qty		Unit Price	Total Price
4B.1	Bench- Custom with Back	5	EA	\$ 2,052.00	\$ 10,260.00
4B.2	Color Concrete Walkway	10,095	SF	\$ 10.26	\$ 103,574.70
4B.3	Color Concrete Band- 18" Wide	485	LF	\$ 19.44	\$ 9,428.40
4B.4	Concrete Mowcurb 6" Wide	310	LF	\$ 14.04	\$ 4,352.40
4B.5	Concrete Mowcurb 12" Wide	310	LF	\$ 18.26	\$ 5,660.60
4B.6	Concrete Seating Pad	4	EA	\$ 2,700.00	\$ 10,800.00
4B.7	Concrete Seating Pad- Accessible	1	EA	\$ 2,700.00	\$ 2,700.00
4B.8	Concrete- Stained Paving	215	SF	\$ 23.76	\$ 5,108.40
4B.9	Corten Dog Prints Embedded In Concrete	80	EA	\$ 129.60	\$ 10,368.00
4B.10	Drinking Fountain- Pedestrian	1	EA	\$ 2,970.00	\$ 2,970.00

5A.1	Hydroseeded Mix (Non-Irrigated)	-34,525	SF	\$ 0.06	\$ (2,071.50)
		Alternate 5A Total			\$ 640,528.50
Bid Alternate 5B: Skatepark Alt 2- Expanded Urban Plaza					
	Item	Qty		Unit Price	Total Price
5B.1	Complete Skatepark Bid Alt 5B	1	LS	\$ 407,748.60	\$ 407,748.60
5B.2	Hydroseeded Mix (Non-Irrigated)	-34,525	SF	\$ 0.06	\$ (2,071.50)
		Alternate 5B Total			\$ 405,677.10
Bid Alternate 5C: Skatepark Alt 3- Expanded Urban Plaza and Bowl (Complete Skatepark)					
	Item	Qty		Unit Price	Total Price
5C.1	Complete Skatepark Bid Alt 5C	1	LS	\$ 232,200.00	\$ 232,200.00
5C.2	Hydroseeded Mix (Non-Irrigated)	-34,525	SF	\$ 0.06	\$ (2,071.50)
		Alternate 5C Total			\$ 230,128.50
Bid Alternate 6: Tot Lot Resilient Surfacing and Play Equipment (Complete Tot Lot)					
	Item	Qty		Unit Price	Total Price
6.1	Provide and Install Resilient Surfacing (Complete, Including Base & Concrete)	7,855	SF	\$ 25.92	\$ 203,601.60
6.2	2-5 yrs. Play Structure	1	EA	\$ 38,028.53	\$ 38,028.53
6.3	5-12 yrs. Play Structure	1	EA	\$ 119,880.00	\$ 119,880.00
6.4	Swing	1	EA	\$ 3,463.56	\$ 3,463.56
6.5	Goric Skateboard	1	EA	\$ 5,886.00	\$ 5,886.00
6.6	Goric Icarus	1	EA	\$ 5,940.00	\$ 5,940.00
6.7	Goric Wind Surfer	1	EA	\$ 5,923.80	\$ 5,923.80
6.8	Goric Whirlwind Tall	2	EA	\$ 3,709.80	\$ 7,419.60

6.9	Goric Rodeo	1	EA	\$ 11,556.00	\$ 11,556.00
6.1	Spinner Bowl	3	EA	\$ 11,556.00	\$ 34,668.00
6.11	Supernova	1	EA	\$ 8,969.40	\$ 8,969.40
6.12	Elephant Play Rotating Mini Net w/ Deck	1	EA	\$ 18,152.64	\$ 18,152.64
		Alternate 6 Total			\$ 463,489.13
Bid Alternate 7: Two Wind Turbines					
	Item	Qty		Unit Price	Total Price
7.1	Wind Turbine	2	EA	\$ 16,200.00	\$ 32,400.00
		Alternate7 Total			\$ 32,400.00

ISSUED IN THREE (3) ORIGINAL COUNTERPARTS

BOND RIDER

ATTACHED TO AND FORMING A PART OF:

Bond No.: 24042758

Principal: USS CAL BUILDERS, INC.

Obligee: CITY OF ENCINITAS PARKS & RECREATION DEPARTMENT

Surety: LIBERTY MUTUAL INSURANCE COMPANY

Effective JULY 25TH, 2012, it is agreed that:

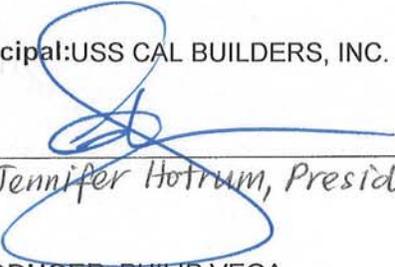
THE BOND AMOUNT HAS CHANGED FROM SEVENTEEN MILLION EIGHTY SEVEN THOUSAND SIX HUNDRED EIGHTY ONE 61/100 (\$17,087,681.61) TO SIXTEEN MILLION NINE HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED EIGHTY ONE 63/100 (\$16,941,881.63).

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 18TH day of SEPTEMBER, 2012.

Principal: USS CAL BUILDERS, INC.

Surety: LIBERTY MUTUAL INSURANCE COMPANY

By: 
Jennifer Hotrum, President


PHILIP E. VEGA

Attorney-in-Fact

PRODUCER: PHILIP VEGA
534 E. BADILLO ST.
COVINA, CA 91723

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 **PHILIP E. VEGA, FRANK MORONES, KEVIN E. VEGA, BRITTON CHRISTIANSEN, JADON H. SMITH, MYRNA SMITH, ALL OF THE CITY OF COVINA, STATE OF CALIFORNIA**

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of February, 2011.

LIBERTY MUTUAL INSURANCE COMPANY



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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of February, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 18TH day of SEPTEMBER, 2012.



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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

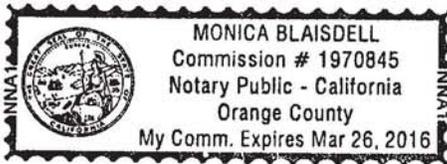
On SEP 18 2012 before me, Monica Blaisdell, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Philip E. 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

ISSUED IN THREE (3) ORIGINAL COUNTERPARTS

BOND RIDER

ATTACHED TO AND FORMING A PART OF:

Bond No.: 24042758

Principal: USS CAL BUILDERS, INC.

Obligee: CITY OF ENCINITAS PARKS & RECREATION DEPARTMENT

Surety: LIBERTY MUTUAL INSURANCE COMPANY

Effective JULY 25TH, 2012, it is agreed that:

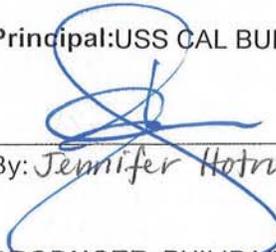
THE BOND AMOUNT HAS CHANGED FROM SEVENTEEN MILLION EIGHTY SEVEN THOUSAND SIX HUNDRED EIGHTY ONE 61/100 (\$17,087,681.61) TO SIXTEEN MILLION NINE HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED EIGHTY ONE 63/100 (\$16,941,881.63).

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or warranties of the above mentioned bond, other than stated as above. Provided, however, that the liability of the company under the attached bond as changed by this order shall not be cumulative.

Signed this 18TH day of SEPTEMBER, 2012.

Principal: USS CAL BUILDERS, INC.

Surety: LIBERTY MUTUAL INSURANCE COMPANY

By: 
Jennifer Hotrum, President

PHILIP E. VEGA  Attorney-in-Fact

PRODUCER: PHILIP VEGA
534 E. BADILLO ST.
COVINA, CA 91723

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 **PHILIP E. VEGA, FRANK MORONES, KEVIN E. VEGA, BRITTON CHRISTIANSEN, JADON H. SMITH, MYRNA SMITH, ALL OF THE CITY OF COVINA, STATE OF CALIFORNIA**

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of February, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

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



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of February, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 18TH day of SEPTEMBER, 2012.



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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On SEP 18 2012

Date

before me, Monica Blaisdell, Notary Public

Here Insert Name and Title of the Officer

personally appeared Philip E. 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

Encinitas Community Park

Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by City under the Contract and any modification thereto, less any amount previously paid by City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if City, when declaring the Contractor in default, notifies Surety of City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way 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 Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30TH day of JULY, 2012.

Encinitas Community Park

(Corporate Seal)

USS CAL BUILDERS, INC.
Contractor/Principal



Signature:

Jennifer Holtrum

Title:

President

(Corporate Seal)

SAFECO INSURANCE COMPANY OF AMERICA
Surety

Signature:

Attorney-in-Fact (Attach Certificate)

Title:

PHILIP E. VEGA, ATTORNEY-in-FACT

The rate of premium on this bond is 7.74 per thousand. The total amount of premium charges, \$132,228.00. (The above must be filled in by corporate attorney.)

Any claims under this bond may be addressed to:

Name and Address of Surety:

SAFECO INSURANCE COMPANY OF AMERICA

790 THE CITY DR. SOUTH #200

ORANGE, CA 92868

Name and Address of Agent/Representative for service of process in California, if different from above:

PHILIP E. VEGA

534 E. BADILLO ST.

COVINA, CA 91723

Telephone number of Surety and Agent or Representative of process in California:
626-859-1000

Encinitas Community Park

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 20_____, before me,
_____, a Notary Public in and for said state, personally appeared
_____, 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 as the Attorney-In-Fact of
the (Surety) acknowledged to me that he/she executed the same in his/her authorized capacity, and
subscribed the name of the _____ (Surety) thereto and his/her own name
as Attorney-In-Fact.

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.

Notary Public in and for said State

Commission Expires: _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be
attached hereto.

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

END OF PERFORMANCE BOND

Encinitas Community Park

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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.

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PHILIP E. VEGA, KEVIN E. VEGA, BRITTON CHRISTIANSEN, JADON H. SMITH, MYRNA SMITH,

all of the city of COVINA, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss.
COUNTY OF KING

On this 5th day of March, 2012 before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30TH day of JULY, 2012



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

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

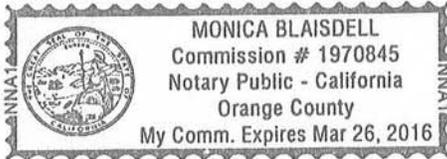
County of Los Angeles



On JUL 30 2012 before me, Monica Blaisdell, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Philip E. 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

Encinitas Community Park

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the City of Encinitas (hereinafter designated as "City"), by action taken or a resolution passed July 11, 2012 has awarded to USS CAL BUILDERS INC. hereinafter designated as the "Principal," a contract for the work described as ENCINITAS COMMUNITY PARK - CMP02D follows:

ENCINITAS COMMUNITY PARK - CMP02D (the "Project"); and

WHEREAS, in connection with said contract and pursuant to Civil Code 9554, said Principal as the direct contractor is obligated to furnish a bond from an admitted surety insurer ("Surety") in an amount not less than 100 percent of the total amount payable pursuant to the public works contract; and

WHEREAS, the said Surety will pay the bond obligation and, if an action is brought to enforce liability on the payment bond, pay to the City a reasonable attorney's fee, to be fixed by the court, if the direct contractor or a subcontractor fails to pay a person authorized under Section 9100 to assert a claim against a payment bond; fails to pay amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the public works contract; fails to pay amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work; or, otherwise fails to pay for all labor, materials, provisions, provender, equipment, or other supplies 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 on behalf of said Principal as the direct contractor or a subcontractor with respect to such work or labor;

SAFECO INSURANCE

NOW THEREFORE, we, the Principal and COMPANY OF AMERICA as Surety, are held and firmly bound unto City in the penal sum of *SEE BELOW Dollars (\$17,087,681.63) lawful money of the United States of America, which represents an amount not less than 100 percent of the total amount payable pursuant to the public works contract for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*SEVENTEEN MILLION EIGHTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-ONE & 63/100

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, as the direct contractor or a project subcontractor, or their, heirs, executors, administrators, successors or assigns, shall fail to pay any person authorized under Section 9100 to assert a claim against a payment bond; shall fail to pay amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the public works contract; shall fail to pay amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work; or, otherwise fail to pay for all labor, materials, provisions, provender, equipment, or other supplies 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 on behalf of said Principal as the direct contractor or a subcontractor with respect to such work or labor with respect to such work and labor

Encinitas Community Park

the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and, in addition, if an action is brought to enforce liability on the payment bond, pay to the City a reasonable attorney's fee, to be fixed by the court including all litigation expenses and fees incurred by City in such suit, court costs, expert witness fees and investigation expenses. This expenses and fees provision is not otherwise incorporated into these Contract Documents.

This payment bond shall provide coverage for all work performed pursuant to the public works contract, including for work and transactions prior to its issuance.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, supplement or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City, direct contractor a subcontractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Sections 8024 and 9100 of the Civil Code or other applicable statutory provisions providing a right of recovery and who has not been paid the full amount of his or her claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30TH day of

JULY 20 1992

(Corporate Seal)



USS CAL BUILDERS INC.

Contractor/Principal

Signature:

Jennifer Holmum

Title:

President



SAFECO INSURANCE COMPANY OF AMERICA

Surety

Signature:

Attorney-in-Fact (Attach Certificate)

Title:

PHILIP E. VEGA, ATTORNEY-IN-FACT

Encinitas Community Park

The rate of premium on this bond is NONE per thousand. The total amount of premium charges, \$INCLUDED IN PERFORMANCE BOND. (The above must be filled in by corporate attorney.)

Any claims under this bond may be addressed to:

Name and Address of Surety:

SAFECO INSURANCE COMPANY OF AMERICA

790 THE CITY DR. SOUTH #200

ORANGE, CA 92868

Name and Address of Agent/Representative for service of process in California, if different from above:

PHILIP VEGA

534 E. BADILLO ST.

COVINA, CA 91723

Telephone number of Surety and Agent or Representative of process in California:
626-859-1000

Encinitas Community Park

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 20_____, before me,
_____, a Notary Public in and for said state, personally appeared
_____, 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 as the Attorney-In-Fact of
the (Surety) acknowledged to me that he/she executed the same in his/her authorized capacity, and
subscribed the name of the _____ (Surety) thereto and his/her own name
as Attorney-In-Fact.

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.

Notary Public in and for said State

Commission Expires: _____ (Seal)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be
attached hereto.

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

END OF PAYMENT BOND

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.

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PHILIP E. VEGA, KEVIN E. VEGA, BRITTON CHRISTIANSEN, JADON H. SMITH, MYRNA SMITH,

all of the city of COVINA, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

STATE OF WASHINGTON ss.
COUNTY OF KING

On this 5th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30TH day of JULY, 2012.



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

To confirm the validity of this Power of Attorney call

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

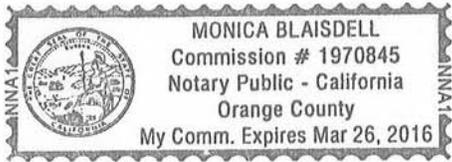
CIVIL CODE § 1189

State of California }
County of Los Angeles }

On JUL 30 2012 before me, Monica Blaisdell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Philip E. 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