



Public Works Agency
Alameda County

Daniel Woldesenbet, Ph.D., P.E., Director

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • www.acpwa.org

December 17, 2019

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

Dear Board Members:

SUBJECT: ACCEPTANCE IMPROVEMENTS IN TRACT 8380 AND REDUCE PERFORMANCE GUARANTEE

RECOMMENDATION:

- A. Adopt and approve the resolution to accept the improvements by Castro Valley 27, LLC, a California limited liability company (Principal: Jeffrey M. Hack; Location: Riverside) in Tract 8380, located at 3544 Jamison Way in Castro Valley; and
- B. Reduce the Performance Guarantee from \$776,600 to \$194,150 (\$582,450 decrease).

DISCUSSION/SUMMARY:

All work in connection with the subject tract has been completed in accordance with the terms of the subdivision contract. Acceptance of the improvements is now in order. Subsequently, the Performance Security and Payment Security will be reduced in accordance with the authority contained in Section 66499.7 of the Government Code of the State of California.

To guarantee maintenance of the completed work for the one-year period following acceptance of the improvements by the County of Alameda, a "Reduced Performance Guarantee" in the amount of \$194,150 is required.

- a. Developer: Castro Valley 27, LLC, a California limited liability company, 2900 Adams Street, Suite C25, Riverside, CA 92504
- b. Tract location: 3544 Jamison Way, Castro Valley, California

(APN: 084A-0076-020-01, 084A-0076-021-04,
084A-0076-021-06, 084A-0076-022-00, 084A-
0076-023-00)


- c. Tract size: Twenty seven (27) residential townhomes
- d. Minute Order Approving Final Map: File No. 30137/Item No.67
Dated May 8, 2018

FINANCING:

The "Maintenance Guarantee Bond" in the amount of \$194,150 will remain in force to guarantee the correction of any design defects and/or defective work. No county financing will be required.

VISION 2026 GOAL:

The recommended action of the acceptance of the improvements for Tract 8380 will advance the 10X goal of **Eliminating Homelessness** by increasing the availability of housing that meets the needs of County residents. This will ultimately lead to the achievement of the **County's Vision of Safe and Livable Communities; Thriving and Resilient Population and Prosperous and Vibrant Economy.**

Yours truly,
DocuSigned by:

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Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

DW/rdl
C: County Counsel
CAO

THE BOARD OF SUPERVISORS OF THE COUNTY OF
ALAMEDA, STATE OF CALIFORNIA

RESOLUTION NO. 2019 - __

A RESOLUTION ACCEPTING IMPROVEMENTS - TRACT 8380

WHEREAS, the owner-subdivider of the aforesaid tract have completed the on-site tract improvements in accordance with the plans and specifications on file with the Director of Public Works of the County of Alameda, said tract identified as follows:

- a. Subdivider: Castro Valley 27, LLC, a California limited liability company, 2900 Adams Street, Suite C25, Riverside, CA 92504
- b. Tract location: 3544 Jamison Way, Castro Valley, California
(APN: 084A-0076-020-01, 084A-0076-021-04, 084A-0076-021-06, 084A-0076-022-00, 084A-0076-023-00)
- c. Minute Order approving Final Map: File No. 30137/Item No.67
- d. County roads affected: Jamison Way

WHEREAS, said improvements have been completed in accordance with said plans and specifications, and any approved modifications thereof, to the satisfaction of the Director of Public Works;

WHEREAS, the subdivider is required to guarantee the improvements and to maintain the completed work for a period of one year following the acceptance of the work by said County of Alameda; and

WHEREAS, as the tract work is now completed, the original performance bond security requirement will be reduced, in accordance with the authority contained in Section 66499.7 of the Government Code of the State of California, to an amount found necessary to guarantee maintenance of the completed work for the aforesaid one-year period;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the improvements completed within said tract be and they are hereby approved and accepted subject to the aforesaid one-year guarantee;
2. That the aforesaid original performance security requirement be and it is hereby reduced from the amount of \$776,600 to a revised security requirement in the amount of \$194,150; and the replacement performance security in the said amount of \$194,150 be and it is hereby accepted as security for the aforesaid one-year guarantee period.

The foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Alameda on _____, 2020 by the following vote:

Ayes:

Noes:

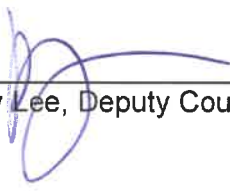
Excused:

RICHARD VALLE
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:
ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS

By: _____
Deputy

APPROVED AS TO FORM:
DONNA R. ZIEGLER, COUNTY COUNSEL

By:  _____
Kathy Lee, Deputy County Counsel

GUARANTEE BOND

WHEREAS, the Board of Supervisors of the County of Alameda, State of California, and **Castro Valley 27, LLC** hereinafter designated as ("principal") have entered into an agreement whereby principal agreed to install and complete certain designated public improvements, which said agreement dated _____ and identified as project Tract No. **8380** County of Alameda, California was executed and approved under Minute Order No. _____; and

WHEREAS, said principal is required to guarantee and maintain the work for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished in the performance of the contract;

NOW, THEREFORE, we, the principal and **American Contractors Indemnity Company** as surety, are held and firmly bound unto the County of Alameda, hereinafter called ("County"), in the penal sum of **One Hundred Ninety Four Thousand One Hundred Fifty and no/100** lawful money of the United States, for the payment on 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 its heirs, executors, administrators, successors or assigns, shall well and truly perform all work required under his or their guarantee and save harmless County, its officers, agents and employees as stipulated in the agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect for the period of time specified herein.

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

This bond shall remain in force for a period of fourteen months subsequent to the date of acceptance by the Board of Supervisors of the improvements for Tract No. **8380**. If no claim is made against this bond within the above specified period of time, then this obligation shall become null and void.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original by the principal and surety above named this **3rd** day of **December 2019**.

Castro Valley 27, LLC

By: Please see attached signature page

(SIGNATURE OF SURETY MUST BE NOTARIZED AND PROPERLY

American Contractors Indemnity Company

By: Melissa Lopez
Melissa Lopez Attorney-in-Fact

ACKNOWLEDGED)

FORM APPROVED: DONNA ZIEGLER
COUNTY COUNSEL

The foregoing bond was in open Board accepted and approved this _____ day of [Month], 20[##].

By: [Signature]
Deputy

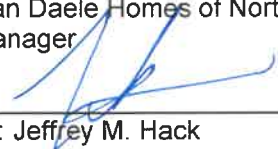
Issued in Quadruplicate

Type the signature block below for the entity named as Principal on the requested bond(s)

Bond No. 1001080310-M

Castro Valley 27, LLC,
a California limited liability company

By: Van Daele Homes of Northern California, Inc.,
Its: Manager

By: 
Name: Jeffrey M. Hack
Title: President and CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

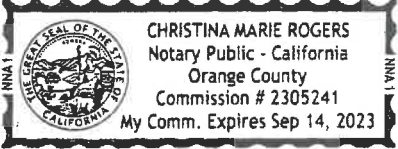
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On DEC 03 2019, before me, Christina Marie Rogers, Notary Public,
personally appeared Melissa Lopez

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Christina Marie Rogers

PLACE NOTARY SEAL ABOVE

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

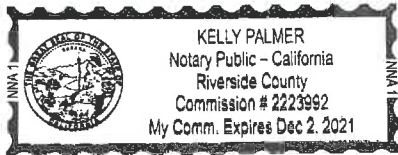
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On December 6, 2019 before me, Kelly Palmer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey M Hack
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 Kelly Palmer
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Frances Lefler, Melissa Lopez, James W. Johnson
or Leticia Romano of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Thirty Million***** Dollars (**\$30,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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 [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this DEC 03 2019 day of

Corporate Seals
Bond No. 1001080310-M

Agency No. 19261



[Signature]
Kio Lo, Assistant Secretary