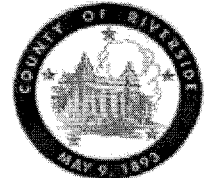


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

717A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 4, 2009

SUBJECT: Replacement of the Van Buren Boulevard Bridge over the Santa Ana River.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Griffith Company of Santa Ana, CA in the amount of \$22,875,573. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.
2. Authorize the Director of Transportation to approve up to \$150,000 single item change orders not to exceed a cumulative amount of 10% (\$2,287,557) of the original contract amount.

Juan C. Perez
Director of Transportation

JCP:ts:jj

(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 22,875,573	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/2009

SOURCE OF FUNDS: Seismic Safety Retrofit [Federal] (67.9%), Proposition 111 [Gas Tax] (0.5%), Proposition 1B - Seismic Bridge Funds (8.0%), Seismic Safety Retrofit [State] (0.6%), Measure A / Western (6.6%), TUMF Regional System [RCTC] (12.2%), Jurupa Community Services District (4.2%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 5/7/09

Departmental Concurrence

Policy
 Policy

Consent
 Consent

Dept't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref. 2/24/2009 (3.52) | District: 2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.38

The Honorable Board of Supervisors

RE: Replacement of the Van Buren Boulevard Bridge over the Santa Ana River.

May 4, 2009

Page 2 of 3

RECOMMENDED MOTION, continued:

3. Amend the project's budget as proposed on Attachment "A".

BACKGROUND: By Minute Order dated February 24, 2009 (agenda item 3.52) the Board authorized the Clerk of the Board to advertise for the bridge replacement and the approach roadway improvements on Van Buren Boulevard at the Santa Ana River.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, April 8, 2009. Twelve bids were received. The basis for the selection of the contractor is the lowest responsive and responsible bid for the sum of all bid schedules. The lowest and best total bid was submitted by Griffith Company of Santa Ana, CA in the amount of \$22,875,573.

The bid is \$11,958,752 (34%) less than the Engineer's Estimate. The project costs are within the project budget as shown on Attachment "A"; however, the budget is being revised to reflect the increase in Measure A funds and the addition of Jurupa Community Services District funds.

The contractor is qualified.

The bid documents included a base bid and alternate bid schedules of work as follows:

- | | |
|-------------------------|---|
| Base Bid: | Bridge replacement and approach roadway construction. |
| Alternate Schedule "A": | Construction of recycled water lines to be utilized and funded by Jurupa Community Services District. |
| Alternate Schedule "B": | Construction of sewer lines to be utilized and funded by Jurupa Community Services District. |

Jurupa Community Services District has approved the award of the Alternate Bid Schedules "A" and "B" as bid by the apparent low bidder, and the costs for the work will be funded by Jurupa Community Services District.

The existing Van Buren Boulevard bridges were constructed in 1939 (southbound) and 1958 (northbound) spanning the main waterway in the Santa Ana Riverbed. These bridges were extended in length in 1971 to span the entire flood plain. In 1997, the State Department of Transportation evaluated the bridges for seismic safety. The initial recommendation was to strengthen the existing bridges. A subsequent assessment of the bridge site determined that the existing bridges are subject to liquefaction of site soils, with potential for collapse during a large earthquake. It was concluded that the total replacement of the bridges is the most feasible and prudent retrofit strategy.

The existing bridges are also substandard in width for expressway classification in addition to the seismic deficiencies. They lack standard shoulders, a sidewalk for safe pedestrian crossing, and adequate number of traffic lanes to accommodate expected future traffic. The proposed project will provide replacement bridges of approximately 1,005 feet in length and reconstruct the 2,600 feet of approach roads to remedy these conditions.

The Honorable Board of Supervisors

RE: Replacement of the Van Buren Boulevard Bridge over the Santa Ana River.

May 4, 2009

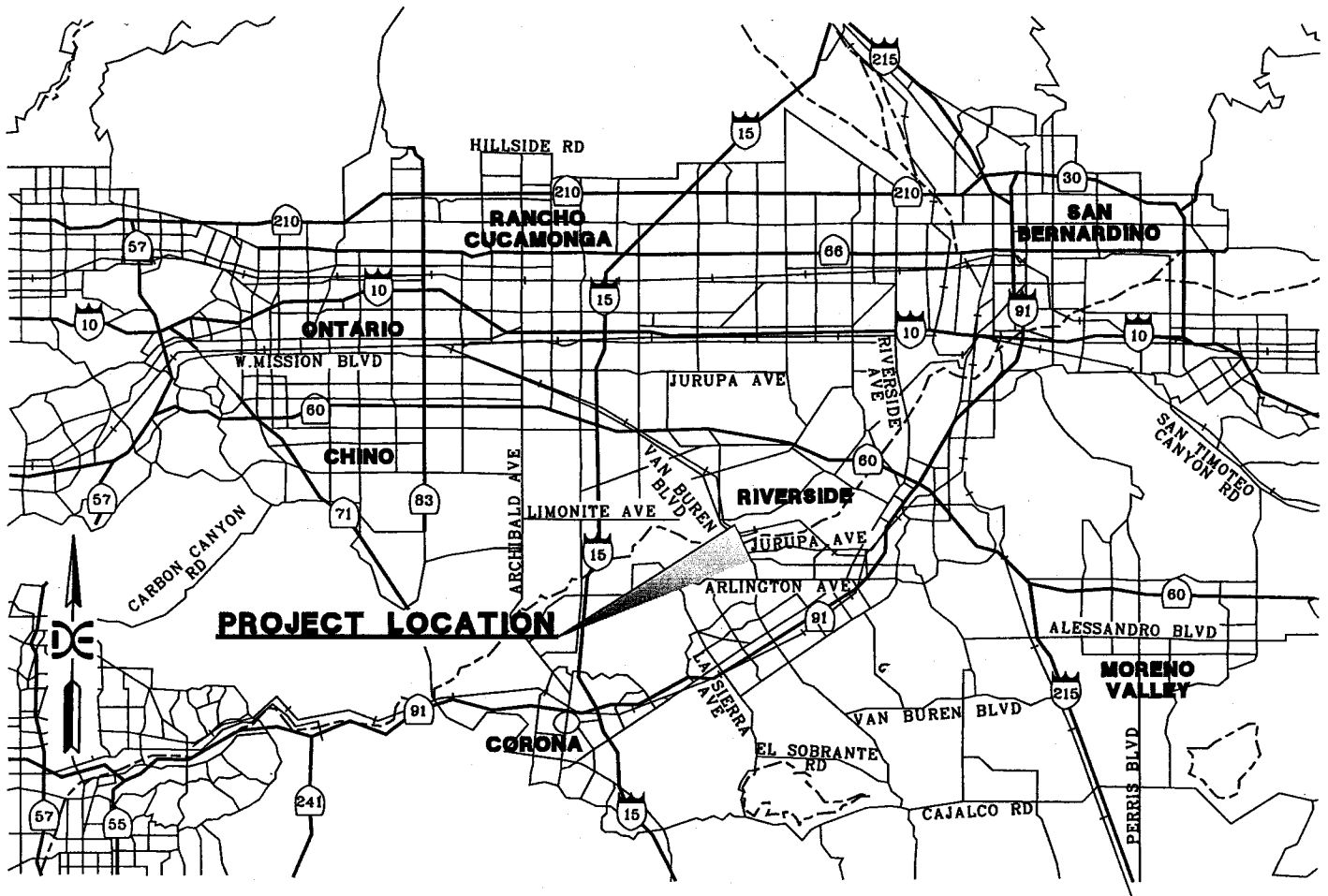
Page 3 of 3

The project will:

- Provide a state of the art structurally and seismically sound bridge in this liquefaction prone area with complementing aesthetic features.
- Provide standard shoulders, adequate bridge width for a future third lane in each direction, and sidewalks separated with concrete barriers from vehicular traffic, thus improving safety for pedestrians. The planned structure will be constructed to the ultimate six (6) lane width, with interim striping for four (4) lanes. The Federal Seismic Safety Retrofit funds are not eligible for capacity enhancement and therefore will qualify only for a four-lane bridge replacement cost. The funds for the additional two (2) lanes must be local agency funds and will be covered with TUMF regional funds.
- Provide traffic signal and intersection modifications, street lighting, and other pertinent improvements.

Under authority of Resolution 93-047, the maximum single change order is \$100,000 and the maximum cumulative amount is 10% (\$2,287,557). The Public Contract Code §20395 (d) (2) allows for the Board to authorize the Road Commissioner (i.e. Director of Transportation) a maximum single change order of \$150,000. The recommended motion is consistent with that statute.

Project Number: B0-0801
Federal Project Number: BRLSZD – 5956 (124)



VICINITY MAP

BRIDGE AND STREET IMPROVEMENTS ON
 VAN BUREN BOULEVARD
 IN RIVERSIDE COUNTY

AGREEMENT

COUNTY OF RIVERSIDE

PROJECT NO. B0-0801

BRLSZD-5956 (124)

THIS AGREEMENT, made and concluded in duplicate as of the date set forth below, between the County of Riverside, party of the first part, and Griffith Company, Contractor, party of the second part.

ARTICLE I: WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Riverside, in accordance with the Special Provisions, "Notice to Contractors", the State of California Department of Industrial Relations Wage Determination, the Federal Wage Determination, the Proposal to the County of Riverside for the Project, addenda Nos. 1 through 3, the Bid Bond, the Performance Bond, the Payment Bond, any specific plans for the project not covered by the Standard Specifications and Standard Plans, any change orders issued, and any written instructions and drawings executed and delivered to the Contractor by the County pursuant to the Contract Documents. Also in accordance with the Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, the General Prevailing Wage Rates of the Department of Transportation, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of advertisement, and the Labor Surcharge and Equipment Rental Rates, with the effective date being the date of accomplishing the work, which said special provisions Standard Plans, Standard Specifications, Prevailing Wage Rates, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference, made a part hereof.

The work to be done is shown on plans entitled Van Buren Bridge, Street and Bridge Improvement Plans, Reconstruction from Jurupa Avenue to Clay Project Sheets 1 through 136, approved January 20, 2009 and various replacement sheets issued with Addendum #2 (Sheets 13, 15, 23, 24, 64, 65, 66, 68, 69, 84, 85, 86, 87, 90, 91, 96, 103, 104, 105, 106, 111, 123, 131, 132, and 133), on file with the County Surveyor, which said project plans are hereby made a part of this contract.

Scanning
only

ARTICLE II: The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III: The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen'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.

ARTICLE V: And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Riverside, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

VAN BUREN BRIDGE

STREET AND BRIDGE IMPROVEMENT PLANS RECONSTRUCTION FROM JURUPA AVENUE TO CLAY STREET

**PROJECT NO. B0-0801
BRLSZD – 5956(124)**

AGREEMENT

BASE BID:

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	066105	1	LS	RESIDENT ENGINEERS OFFICE	75,000.00	75,000.00
2.	070012	1	LS	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	25,000.00	25,000.00
3.	074019	1	LS	PREPARE STORM WATER POLLUTION PREVENTION PLAN	3,000.00	3,000.00
4.	074020	1	LS	WATER POLLUTION CONTROL	40,000.00	40,000.00
5.	074016	1	LS	CONSTRUCTION SITE MANAGEMENT	35,000.00	35,000.00
6. (S)	120100	1	LS	TRAFFIC CONTROL SYSTEM	250,000.00	250,000.00
7.	170101	1	LS	DEVELOP WATER SUPPLY	10,000.00	10,000.00
8.	150305	8,412	SQYD	OBLITERATE SURFACING	1.30	10,935.60
9.	150227	1	LS	ABANDON PIPELINE	7,000.00	7,000.00
10.	150221	1	LS	ABANDON INLET	2,000.00	2,000.00
11.	150806	432	LF	REMOVE PIPE	36.00	15,552.00
12.	150662	490	LF	REMOVE METAL BEAM GUARD RAILING	8.00	3,920.00
13.	153221	1	LS	REMOVE CONCRETE BARRIER [K-RAIL]	4,500.00	4,500.00
14.	150717	7,920	SQFT	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	0.65	5,148.00
15.	153210	519	CY	REMOVE CONCRETE	50.00	25,950.00
16.	160101	1	LS	CLEARING AND GRUBBING	80,000.00	80,000.00
17.	200002	1	LS	ROADSIDE CLEARING	60,000.00	60,000.00
18.	190101	6,496	CY	ROADWAY EXCAVATION	15.00	97,440.00
19.	198001	71,890	CY	IMPORTED BORROW	5.00	359,450.00
20.	390130	8,472	TON	HOT MIX ASPHALT	71.00	601,512.00
21.	220101	1	LS	FINISHING ROADWAY	25,000.00	25,000.00
22.	260201	8,569	CY	CLASS 2 AGGREGATE BASE	24.00	205,656.00
23.	000003	52	CY	DECOMPOSED GRANITE	75.00	3,900.00
24.	013903	2,933	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	4.25	12,465.25
25.	731502	3,882	SQFT	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) [CONCRETE SWALE]	6.00	23,292.00
26.	017305	2,221	LF	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	16.50	36,646.50

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
27.	017309	2,635	LF	MINOR CONCRETE (TYPE "D"/TYPE II CURB) (CRS 204/CITY 200)	13.50	35,572.50
28.	731519	6,181	SQFT	MINOR CONCRETE (STAMPED CONCRETE)	9.00	55,629.00
29.	832001	619	LF	METAL BEAM GUARD RAILING	26.00	16,094.00
30.	731521	1,391	SQFT	MINOR CONCRETE (SIDEWALK)	5.15	7,163.65
31. (S)	839565	4	EA	TERMINAL SYSTEM (TYPE SRT)	2,700.00	10,800.00
32. (S)	000003	5	EA	TERMINAL SYSTEM (STRUCTURE APPROACH)	3,050.00	15,250.00
33. (S)	000003	1	EA	TERMINAL SYSTEM (CONNECTION TO WALL)	500.00	500.00
34. (P)	650010	402	LF	12" REINFORCED CONCRETE PIPE	87.00	34,974.00
35. (P)	650014	1,434	LF	18" REINFORCED CONCRETE PIPE	76.00	108,984.00
36. (P)	650022	73	LF	30" REINFORCED CONCRETE PIPE	128.00	9,344.00
37. (P)	650018	246	LF	24" REINFORCED CONCRETE PIPE	130.00	31,980.00
37A. (P)	650026	58	LF	36" REINFORCED CONCRETE PIPE	200.00	11,600.00
38.	705201	2	EA	12" CONCRETE FLARED END SECTION	1,300.00	2,600.00
39.	705204	3	EA	18" CONCRETE FLARED END SECTION	1,350.00	4,050.00
40.	705210	1	EA	36" CONCRETE FLARED END SECTION	1,950.00	1,950.00
41.	510501	13	EA	MINOR CONCRETE [MANHOLE NO. 1]	4,600.00	59,800.00
42.	510501	4	EA	MINOR CONCRETE [MANHOLE NO. 2]	5,600.00	22,400.00
43.	510501	3	EA	MINOR CONCRETE [MANHOLE NO. 3]	5,900.00	17,700.00
44.	510501	9	EA	MINOR CONCRETE [DROP INLET - TYPE G3, CTSP D73]	2,400.00	21,600.00
45.	707050	2	EA	DRAINAGE INLET [TYPE OCPI]	2,300.00	4,600.00
46.	721006	235	CY	ROCK SLOPE PROTECTION (1/2 TON, METHOD B)	46.00	10,810.00
47.	721008	1,050	CY	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	46.00	48,300.00
48.	721011	10	CY	ROCK SLOPE PROTECTION (BACKING NO. 2, METHOD B)	46.00	460.00
49.	729010	2,140	SQYD	ROCK SLOPE PROTECTION FABRIC	4.25	9,095.00
50.	071325	4,406	LF	TEMPORARY FENCE (TYPE ESA)	6.00	26,436.00
51. (S)	800300	1,293	LF	STEEL FENCING	110.00	142,230.00
52. (S)	802900	1,480	LF	CHAIN LINK FENCE [TYPE CL-8, BW EXTENSION ARM]	23.75	35,150.00
53.	150605	1,554	LF	REMOVE FENCE	7.00	10,878.00
54. (S)	000003	1	EA	INSTALL 15' GATE	2,500.00	2,500.00
55. (S)	000003	1	EA	INSTALL 25' GATE	2,800.00	2,800.00
56. (S)	840656	26,655	LF	PAINT TRAFFIC STRIPE (2-COAT)	0.40	10,662.00

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
57. (S)	840515	627	SQFT	THERMOPLASTIC PAVEMENT MARKING	4.75	2,978.25
58. (S)	850203	242	EA	PAVEMENT MARKER (REFLECTIVE)	5.50	1,331.00
59.	566011	5	EA	ROADSIDE SIGN - ONE POST	275.00	1,375.00
60.	568001	30	EA	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	125.00	3,750.00
61.	152390	15	EA	RELOCATE ROADSIDE SIGN	250.00	3,750.00
62.	000003	4	EA	TEMPORARY FLARED END SECTIONS	2,000.00	8,000.00
63.	000003	7	EA	TEMPORARY DROP INLETS	2,250.00	15,750.00
64.	000003	818	LF	TEMPORARY PLASTIC PIPE	17.00	13,906.00
65.	000003	1	LS	RECONSTRUCT MONUMENT SIGN (RIVERSIDE)	7,700.00	7,700.00
66.	000003	1	LS	RECONSTRUCT MONUMENT SIGN (JURUPA VALLEY)	11,200.00	11,200.00
67.	200001	1	LS	HIGHWAY PLANTING	135,000.00	135,000.00
68.	208000	1	LS	IRRIGATION SYSTEM	167,000.00	167,000.00
69.	000003	1	LS	ELECTRIC SERVICE (IRRIGATION)	6,000.00	6,000.00
70.	203016	16,921	SQYD	EROSION CONTROL (TYPE D)	1.15	19,459.15
71. (S)	018602	1	LS	STREET AND BRIDGE LIGHTING (ARTERIAL HIGHWAY) (CRS 1001)	200,000.00	200,000.00
72. (S)	861502	1	LS	MODIFY SIGNAL [CLAY STREET]	15,000.00	15,000.00
73. (S)	860811	1	LS	DETECTOR LOOP [REPLACEMENT @ JURUPA AVE]	1,800.00	1,800.00
74. (S)	000003	1	LS	STAGE CONSTRUCTION TRAFFIC SIGNAL	25,000.00	25,000.00
75.	153103	2,716	SQYD	COLD PLANE ASPHALT CONCRETE PAVEMENT	2.80	7,604.80
76.	129510	1	LS	TEMPORARY RETAINING WALL	250,000.00	250,000.00
77.	066102	1	LS	DUST ABATEMENT	50,000.00	50,000.00
78.	000003	1	LS	COURSE OF CONSTRUCTION INSURANCE	330,000.00	330,000.00
79.	157550	1	LS	BRIDGE REMOVAL [SOUTHBOUND STRUCTURE]	250,000.00	250,000.00
80.	157550	1	LS	BRIDGE REMOVAL [NORTHBOUND STRUCTURE]	300,000.00	300,000.00
81. (F)	192003	735	CY	STRUCTURE EXCAVATION (BRIDGE)	22.00	16,170.00
82. (F)	192020	930	CY	STRUCTURE EXCAVATION (TYPE D)	15.00	13,950.00
83. (F)	192037	2,780	CY	STRUCTURE EXCAVATION (RETAINING WALL)	10.00	27,800.00
84. (F)	193003	1,480	CY	STRUCTURE BACKFILL (BRIDGE)	77.00	113,960.00
85. (F)	193013	3,025	CY	STRUCTURE BACKFILL (RETAINING WALL)	25.00	75,625.00
86. (P)	490538	3,750	LF	FURNISH STEEL PILING (HP 14 X 117)	60.00	225,000.00
87. (S)	490539	75	EA	DRIVE STEEL PILE (HP 14 X 117)	1,950.00	146,250.00
88.	000003	1,455	LF	ROTARY BORING (8" MIN.)	5.00	7,275.00

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
89. (S)	490619	935	LF	102" CAST-IN-DRILLED-HOLE CONCRETE PILING	1,900.00	1,776,500.00
89A. (S)	490670	520	LF	84" CAST-IN-DRILLED-HOLE CONCRETE PILING (ROCK SOCKET)	2,500.00	1,300,000.00
90. (S)	500001	1	LS	PRESTRESSING CAST-IN-PLACE CONCRETE	700,000.00	700,000.00
91. (F)	510051	318	CY	STRUCTURAL CONCRETE, BRIDGE FOOTING	385.00	122,430.00
92. (F)	510053	9,906	CY	STRUCTURAL CONCRETE, BRIDGE	574.00	5,686,044.00
93. (F)	510060	1,072	CY	STRUCTURAL CONCRETE, RETAINING WALL	550.00	589,600.00
94. (F)	510086	254	CY	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	1,075.00	273,050.00
95.	510050	300	CY	STRUCTURAL CONCRETE (LEVELING COURSE)	264.00	79,200.00
96. (F)	511064	16,970	SQFT	FRACTURED RIB TEXTURE	12.00	203,640.00
97. (P-S)	519095	216	LF	JOINT SEAL ASSEMBLY (MR=4")	127.00	27,432.00
97A. (P-S)	519099	108	LF	JOINT SEAL ASSEMBLY (MR=6")	385.00	41,580.00
98. (P-S-F)	520102	2,961,000	LBS	BAR REINFORCING STEEL (BRIDGE)	0.60	1,776,600.00
99. (P-S-F)	520103	93,420	LBS	BAR REINFORCING STEEL (RETAINING WALL)	0.75	70,065.00
100. (P-S-F)	750498	3,080	LBS	MISCELLANEOUS METAL (RESTRAINER-CABLE TYPE)	15.25	46,970.00
101. (P-S-F)	750501	7,245	LBS	MISCELLANEOUS METAL (BRIDGE)	6.00	43,470.00
102. (S-F)	750505	26,620	LBS	BRIDGE DECK DRAINAGE SYSTEM	8.00	212,960.00
103. (P-S-F)	833088	5,297	LF	TUBULAR HANDRAILING	47.00	248,959.00
104. (F)	833140	206	LF	CONCRETE BARRIER (TYPE 26)	90.00	18,540.00
105. (F)	839401	2,303	LF	CONCRETE BARRIER [PARAPET]	78.00	179,634.00
106. (F)	839720	2,816	LF	CONCRETE BARRIER (TYPE 732)	79.00	222,464.00
107. (F)	839717	2,105	LF	CONCRETE BARRIER (TYPE 732 MODIFIED)	77.00	162,085.00
108.	999990	1	LS	MOBILIZATION	1,300,000.00	1,300,000.00
109.	019901	1	LS	DE-MOBILIZATION	1,309,561.00	1,309,561.00
110.	066015	1	FA	FEDERAL TRAINEE PROGRAM	40,600.00	40,600.00

SUBTOTAL, BASE BID, ITEMS 1-110:

\$ 21,674,297.70

Twenty one million, six hundred seventy four thousand, two hundred ninety seven dollars and seventy cents

AGREEMENT
(CONTINUED)

ALTERNATE "A" (JURUPA COMMUNITY SERVICES DISTRICT – RECYCLED WATER LINES):

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
111.	000003	1	LS	MOBILIZATION, INSURANCE AND BONDS	2,000.00	2,000.00
112.	000003	1	LS	TRENCH AND EXCAVATION SHEETING, SHORING AND BRACING FOR PROTECTION OF LIFE AND LIMB	2,200.00	2,200.00
113.	000003	2	EA	2" AIR VALVE (RECYCLED WATER LINE)	2,100.00	4,200.00
114.	000003	968	LF	18" CML/CMC WSP (10 GA. MIN.) WITH APPURTENANCES (RECYCLED WATER LINE)	73.00	70,664.00
115.	000003	1,083	LF	18" CML/TAPE WRAPPED WSP STD. WT. STEEL PIPE WITH APPURTENANCES (RECYCLED WATER LINE)	140.00	151,620.00
116.	000003	140	LF	34" WELDED STEEL PIPE (1/4" MIN.) CASING (RECYCLED WATER LINE)	105.00	14,700.00
117.	000003	2	EA	18" FLANGE END CAP (RECYCLED WATER LINE)	1,700.00	3,400.00
118.	000003	3	EA	4" BLOW-OFF VALVE PER JCSD STD.DWG. F-1/F-4 (RECYCLED WATER LINE)	3,800.00	11,400.00
119.	000003	2	EA	18" DOUBLE BALL EXPANSION JOINT (RECYCLED WATER LINE)	12,400.00	24,800.00
120.	000003	2	EA	18" HIGH-PRESSURE BUTTERFLY VALVE PER JCSD STD.DWG. B-3 (RECYCLED WATER LINE)	10,500.00	21,000.00
121.	000003	1	LS	PRESSURE TEST RECYCLED WATER LINE ALONG WITH ALL OTHER WORK IN THE CONTRACT DOCUMENTS OUTLINED IN BID ITEMS 111 THROUGH 120 TO MAKE SYSTEM OPERATIONAL	3,200.00	3,200.00

SUBTOTAL, ALTERNATE "A", ITEMS 111-121:

\$ 309,184.00

Three hundred nine thousand, one hundred eighty four dollars and zero cents

ALTERNATE "B" (JURUPA COMMUNITY SERVICES DISTRICT – SEWER LINES):

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
122.	000003	1	LS	MOBILIZATION, INSURANCE AND BONDS	2,000.00	2,000.00
123.	000003	1	LS	TRENCH AND EXCAVATION SHEETING, SHORING AND BRACING FOR PROTECTION OF LIFE AND LIMB	3,100.00	3,100.00
124.	000003	2	EA	2" AIR VALVE PER DETAILS ON DWG. SHT.123 (SEWER LINE)	5,400.00	10,800.00
125.	000003	2,143	LF	34" WELDED STEEL PIPE (1/4" MIN.) CASING (SEWER LINE)	145.00	310,735.00
126.	000003	811	LF	24" DIP CLASS 150 SEWER FORCEMAIN WITH APPURTENANCES	150.00	121,650.00
127.	000003	2,401	LF	24" HDPE DR II HDPE FORCEMAIN WITH APPURTENANCES	92.00	220,892.00
128.	000003	2	EA	24" FLANGE END CAP (SEWER LINE)	3,300.00	6,600.00
129.	000003	4	EA	24" TEE WITH 24" ECCENTRIC PLUG VALVE (SEWER LINE)	52,000.00	208,000.00
130.	000003	13	CY	THRUST BLOCK (SEWER LINE)	155.00	2,015.00
131.	000003	1	EA	COMBINATION AIR RELEASE/AIR VACUM AIR VALVE	6,300.00	6,300.00

SUBTOTAL, ALTERNATE "B", ITEMS 122 - 131:

\$ 892,092.00

Eight hundred ninety two thousand, ninety two dollars and zero cents

TOTAL (BASE BID + ALTERNATE "A" + ALTERNATE "B"), ITEMS 1 - 131:

\$ 22,875,573.70

Twenty two million, eight hundred seventy five thousand, five hundred seventy three dollars and seventy cents

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

Griffith Company

BY _____
Chairman, Board of Supervisors

BY 
Daniel A. McGrew

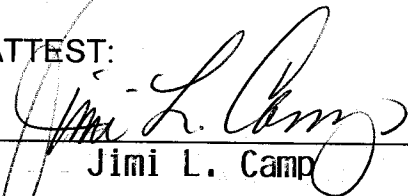
Dated _____

TITLE Vice President/District Manager
(If Corporation, Affix Seal)

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:


Jimi L. Camp

BY _____
Deputy

TITLE: Assistant Secretary

BY _____
"County"
(Seal)

"Corporation"
(Seal)

California All-Purpose Acknowledgment

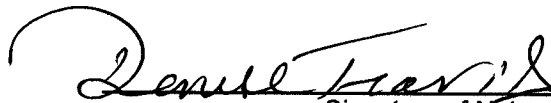
State of California
County of Orange

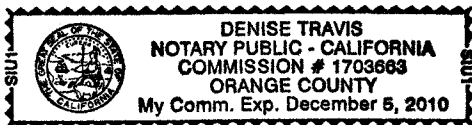
On April 13, 2009 before me **Denise Travis, Notary Public**
personally appeared **Daniel A. McGrow, Vice President/District Manager**

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 of Notary



Van Buren Bridge, Street and Bridge Improvement
Plans Reconstruction from Jurupa Avenue to Clay Street
County of Riverside, Project No. B0-0801, BRLSZD-5956 (124)

California All-Purpose Acknowledgment

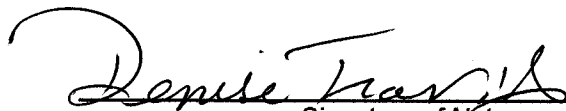
State of California
County of Orange

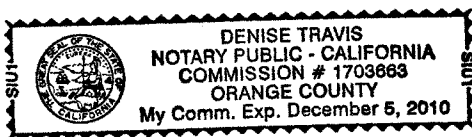
On **April 13, 2009** before me **Denise Travis, Notary Public**
personally appeared **Jimi L. Camp, Assitant Secretary**

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 of Notary



Van Buren Bridge, Street and Bridge Improvement
Plans Reconstruction from Jurupa Avenue to Clay Street
County of Riverside, Project No. B0-0801, BRLSZD-5956 (124)



MEMORANDUM

CORPORATE OFFICE
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-9754

BAKERSFIELD DISTRICT
1898 South Union Ave.
P.O. Box 70157
Bakersfield, CA 93387-0157
[661] 831-7331
Fax [661] 831-0113

LOS ANGELES DISTRICT
12200 Bloomfield Ave.
Santa Fe Springs, CA 90670
[562] 929-1128
Fax [562] 864-8970

ORANGE COUNTY DISTRICT
2020 South Yale Street
Santa Ana, CA 92704-3974
[714] 549-2291
Fax [714] 549-4033

STRUCTURE DIVISION
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-0227

HEAVY DIVISION
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-0228

UNDERGROUND DIVISION
3050 E. Birch Street
Brea, CA 92821
[714] 984-5500
Fax [714] 854-0226

www.griffithcompany.net

Contractors
License #88



TO: All Griffith Company Employees

FROM: Griffith Company Board of Directors
Gordon M. Csutak, Secretary

DATE: March 2, 2009

SUBJECT: **GRIFFITH COMPANY BOARD OF DIRECTORS IS PLEASED TO ANNOUNCE ELECTION OF THE FOLLOWING OFFICERS FOR THE ENSUING YEAR:**

James D. Waltze	Chief Executive Officer Chairman of the Board of Directors
Thomas L. Foss	President and Chief Operating Officer
Gordon M. Csutak	Vice President, Secretary, and Chief Financial Officer
Jaimie R. Angus	Senior Vice President of Districts
Craig A. Huss	Senior Vice President of Divisions
Russell S. Grigg	Vice President/District Manager
Daniel A. McGrew	Vice President/District Manager
Jason R. Dennis	Assistant Division Manager
Leonor A. Sandoval	Controller
Gary A. Hyles	Assistant Secretary
Jimi L. Camp	Assistant Secretary
Mary L. McGee	Assistant Secretary

GRIFFITH COMPANY RESOLUTIONS

RESOLVED, THAT ANY ONE OR MORE OF THE FOLLOWING OFFICERS OF THIS CORPORATION: CHAIRMAN OF THE BOARD, CHIEF EXECUTIVE OFFICER, PRESIDENT, CHIEF OPERATING OFFICER, CHIEF FINANCIAL OFFICER, AND SECRETARY, TOGETHER WITH, WHEN REQUIRED, THE ASSISTANT SECRETARY, BE AND THEY ARE HEREBY AUTHORIZED TO EXECUTE AND DELIVER IN THE NAME OF THIS CORPORATION ANY AND ALL BIDS, AUTHORIZATIONS, CONTRACTS, NOTES, DEEDS, BONDS, STOCKS, DECLARATIONS, RELEASES AND AGREEMENTS OF ANY NATURE OR SORT WHATEVER.

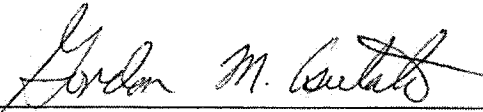
FURTHER RESOLVED, THAT ANY ONE OR MORE OF THE FOLLOWING OFFICERS OF THIS CORPORATION: SENIOR VICE PRESIDENT OF DISTRICTS, SENIOR VICE PRESIDENT OF DIVISIONS, VICE PRESIDENT/DISTRICT MANAGER, VICE PRESIDENT/DIVISION MANAGER, DISTRICT MANAGER, DIVISION MANAGER, ASSISTANT DISTRICT MANAGER, ASSISTANT DIVISION MANAGER, CHIEF ESTIMATOR, CONTROLLER, ASSISTANT SECRETARY, BE AND THEY ARE HEREBY AUTHORIZED TO EXECUTE AND DELIVER IN THE NAME OF AND ON BEHALF OF THIS CORPORATION ANY AND ALL BIDS, AUTHORIZATIONS, CONTRACTS, CERTIFICATIONS, DECLARATIONS AND RELEASES, INCLUDING: BID BONDS, LABOR AND MATERIAL BONDS, PERFORMANCE BONDS AND STOP NOTICE BONDS.

FURTHER RESOLVED, THAT ANY AND ALL PERSONS, FIRMS, CORPORATIONS AND OTHER ENTITIES SHALL BE ENTITLED TO RELY ON THE AUTHORITY OF ANY ONE OR MORE OF THE OFFICERS ABOVE NAMED TO BIND THIS CORPORATION BY THE EXECUTION AND DELIVERY OF ANY OF THE DOCUMENTS OR PAPERS SET FORTH HEREINABOVE.

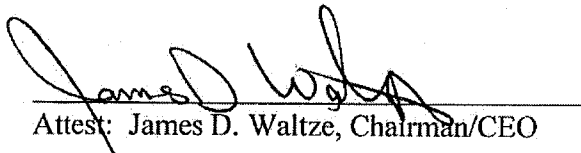
FURTHER RESOLVED, THAT THE AUTHORITY GRANTED HEREBY SHALL NOT BE MODIFIED OR REVOKED EXCEPT BY A RESOLUTION TO THAT EFFECT PASSED BY THE BOARD OF DIRECTORS OF THIS CORPORATION.

FURTHER RESOLVED, THAT ANY AND ALL AUTHORIZATION HERETOFORE GRANTED BY THIS CORPORATION TO ANY OFFICERS OTHER THAN THOSE ABOVE NAMED, TO PERFORM ACTS IN THE NAME OF AND ON BEHALF OF THIS CORPORATION SIMILAR TO THE ACTS AUTHORIZED ABOVE, BE AND THEY ARE HEREBY REVOKED, RESCINDED AND ANNULLED.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND AFFIXED THE SEAL OF GRIFFITH COMPANY THIS 2ND DAY OF MARCH, 2009.



Gordon M. Csutak, Vice President/Secretary/CFO



Attest: James D. Waltze, Chairman/CEO

FEDERAL ID# 95-0795590

EEO COMPLIANCE REVIEW- 07/99

STATE TAX# SZ AD 99286787

SURETY: ST. PAUL TRAVELERS 21688 GATEWAY DR. DIAMOND BAR, CA 91765
(909) 612-3650

BROKER: AON RISK SERVICES, INC. OF SOUTHERN CALIFORNIA INSURANCE SERVICES
1901 MAIN STREET, SUITE #300, IRVINE, CA. 92614
(949) 608-6300



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **88**

Entity **CORP**

Business Name **GRIFFITH COMPANY**

Classification(s) **A B C-8 C12 C27 HAZ**

Expiration Date **09/30/2010**



PERFORMANCE BOND

Recitals:

1. **Griffith Company** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Van Buren Bridge, Street and Bridge Improvement Plans, Reconstruction from Jurupa Avenue to Clay Street, Project No. B0-0801, BRLSZD – 5956 (124).**

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$ 22,875,573.70, Twenty two million, eight hundred seventy five thousand, five hundred seventy three dollars and seventy cents** and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"
(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed for each party. **All signatures must be acknowledged.**
(Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond Griffith Company, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 22,875,573.70, Twenty two million, eight hundred seventy five thousand, five hundred seventy three dollars and seventy cents, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Van Buren Bridge, Street and Bridge Improvement Plans, Reconstruction from Jurupa Avenue to Clay Street, Project No. B0-0801, BRLSZD – 5956 (124).

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: _____

Original Contractor – Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or 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/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

PERFORMANCE BOND

Recitals:

- 1. **Griffith Company** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Van Buren Bridge, Street and Bridge Improvement Plans, Reconstruction from Jurupa Avenue to Clay Street, Project No. B0-0801, BRLSZD - 5956 (124).**
- 2. Travelers Casualty and Surety Company of America *
Safeco Insurance Company of America **, a * Connecticut **Washington _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

- 1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **\$ 22,875,573.70, Twenty two million, eight hundred seventy five thousand, five hundred seventy three dollars and seventy cents** and inures to the benefit of County.
- 2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
- 3. This obligation is binding on our successors and assigns.
- 4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of April 10, 2009

By Griffith Company

Travelers Casualty and Surety Company of America
By Safeco Insurance Company of America

By 
Daniel A. McGrew

Type Name Jane Kepner
Jane Kepner, Its Attorney in Fact
"Surety"

Title Vice President/District Manager
"Contractor"
(Corporate Seal)

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be acknowledged.
(Attach acknowledgements).

California All-Purpose Acknowledgment

State of California
County of Orange

On **April 13, 2009** before me **Denise Travis, Notary Public**
personally appeared **Denise Travis, Notary Public**

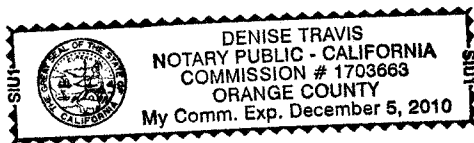
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary



Performance Bond
Van Buren Bridge, Street and Bridge Improvement
Plans Reconstruction from Jurupa Avenue to Clay Street
County of Riverside, Project No. B0-0801, BRLSZD-5956 (124)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

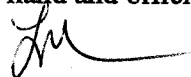
On _____ before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Jane Kepner

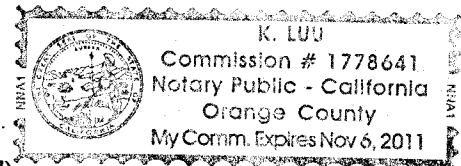
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) 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 of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

executed in duplicate

Bond No. 6492196,105167256
premium included in performance bond

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond Griffith Company, as Principal and Original Contractor and Travelers Casualty and Surety Company of America and *, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 22,875,573.70, Twenty two million, eight hundred seventy five thousand, five hundred seventy three dollars and seventy cents, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of Van Buren Bridge, Street and Bridge Improvement Plans, Reconstruction from Jurupa Avenue to Clay Street, Project No. B0-0801, BRLSZD - 5956 (124).

*Safeco Insurance Company of America

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: April 10, 2009

Travelers Casualty and Surety Company of America
Safeco Insurance Company of America
Surety

Griffith Company
Original Contractor / Principal
By Daniel A. McGrew

By Jane Kepner
Jane Kepner, Its Attorney In Fact

Title ice President/District Manager
(If corporation, affix seal)

SEE ATTACHED NOTARY ACKNOWLEDGEMENT
(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or 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/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

California All-Purpose Acknowledgment

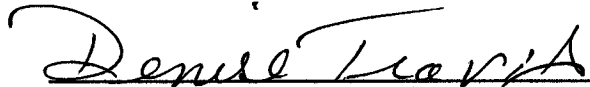
State of California
County of Orange

On **April 13, 2008** before me, **Denise Travis, Notary Public**
personally appeared **Denise Travis, Notary Public**

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 of Notary



Payment Bond

Van Buren Bridge, Street and Bridge Improvement

Plans Reconstruction from Jurupa Avenue to Clay Street

County of Riverside, Project No. B0-0801, BRLSZD-5956 (124)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

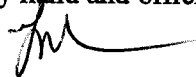
On _____ before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Jane Kepner

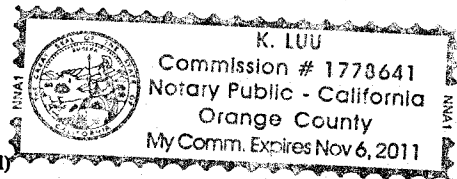
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) 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 of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219101

Certificate No. 002382464

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James A. Schaller, Jeri Apodaca, Linda Enright, Mike Parizino, Nanette Mariella-Myers, Rhonda C. Abel, and Jane Kepner

of the City of Irvine, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of May, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 15th day of May, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 9675

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

RHONDA C. ABEL; JERI APODACA; LISA K. CRAIL; LINDA ENRIGHT; JANE KEPNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; RACHELLE RHEAULT; JAMES A. SCHALLER; Irvine, California***

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

[Handwritten signature of Dexter R. Legg]

Dexter R. Legg, Secretary

[Handwritten signature of Timothy A. Mikolajewski]

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

- "On any certificate executed by the Secretary or an assistant secretary of the Company setting out, (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this APR 10 2009 day of



[Handwritten signature of Dexter R. Legg]

Dexter R. Legg, Secretary

Company Profile

SAFECO INSURANCE COMPANY OF AMERICA

SAFECO PLAZA
SEATTLE, WA 98185-0001
800-332-3226

Former Names for Company

Old Name: SELECTIVE AUTO & F INS CO AMER **Effective Date:** 11-02-1953

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24740
NAIC Group #:	<u>0111</u>
California Company ID #:	1442-3
Date authorized in California:	October 07, 1953
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WASHINGTON

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
FIRE
LIABILITY
MARINE

MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

[Company Enforcement Action Documents](#)
[Company Performance & Comparison Data](#)
[Composite Complaint Studies](#)

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[Financial Rating Organizations](#)

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Company Profile

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli
HARTFORD, CT 06183
877-872-8737

Former Names for Company

Old Name: AETNA CASUALTY & SURETY COMPANY OF
AMERICA

Effective Date: 07-01-1997

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	31194
NAIC Group #:	3548
California Company ID #:	2444-8
Date authorized in California:	July 31, 1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
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