

FORM APPROVED COUNTY COUNSEL
 BY: Marshall Victor 6/15/09
 DATE: _____

Departmental Concurrence

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

318A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 June 15, 2009

SUBJECT: Rehabilitation and widening of Cajalco Road from La Sierra Avenue to Temescal Canyon Road, installation of new traffic signal and associated improvements.

RECOMMENDED MOTION: That the Board accept the low bid of R.J. Noble Company, Inc. of Orange, CA in the amount of \$1,562,632. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents. Amend the TIP by approval of the project's proposed budget shown on Attachment "A".

BACKGROUND: By Minute Order dated March 31, 2009 (agenda item 3.49) the Board authorized the Clerk of the Board to advertise for the rehabilitation and minor spot widening of Cajalco Road from La Sierra Avenue to Temescal Canyon Road, installation of new traffic signal and associated improvements. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, April 22, 2009. Six responsive bids were received.

Juan C. Perez
 Director of Transportation

JCP:jjj
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,562,632	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: Measure A / Western (100%)	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
 Tina Grande

County Executive Office Signature

Dep't Recomm.: Consent Policy Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 3/31/09, Item 3.49 | District: 1 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.70

The Honorable Board of Supervisors

RE: Rehabilitation and widening of Cajalco Road from La Sierra Avenue to Temescal Canyon Road, installation of new traffic signal and associated improvements.

June 15, 2009

Page 2 of 2

The lowest and best bid was submitted by R.J. Noble Company, Inc. in the amount of \$1,562,632. Based on the current lower costs for asphalt and other bid items, the bid is \$852,883 (35%) less than the engineer's estimate.

The contractor will grind the existing pavement in place, re-grade the surface and place 6 inches of new asphalt concrete pavement. The project will include two new truck turnouts for the uphill traffic, additional guard rails, reflector paddles, lane striping and raised pavement markers. At La Sierra Avenue, the lanes will be widened and a traffic signal will be installed to replace the existing stop signs to improve traffic flow.

Cajalco Road improvements and the installation of the traffic signal will provide protected traffic movements and improve traffic and pedestrian safety.

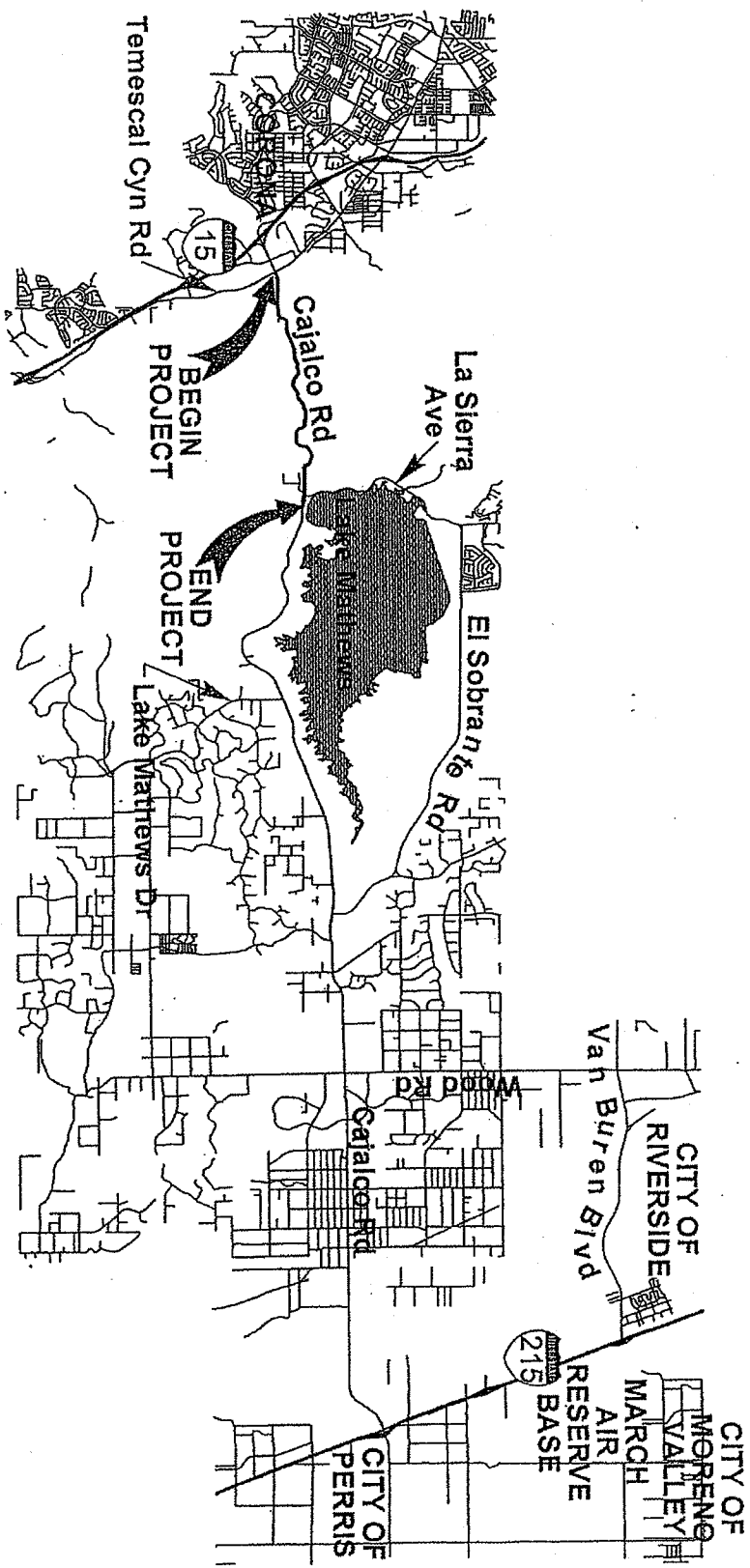
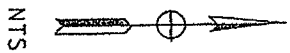
The intersection of La Sierra Avenue and Cajalco Road meets the established warrants for the construction of a traffic signal. The annual traffic signal operation and maintenance costs are estimated to be \$5,500 and will be funded from gas tax funds.

The contractor has executed the contract and has provided bonds and insurance certificate documents which meet the requirements of the contract.

The Transportation Department has done and will continue to do coordination work with the community and the cities of Corona and Riverside to make them aware of the night time closures that will be necessary for this project and to minimize construction traffic disruptions on this critical corridor.

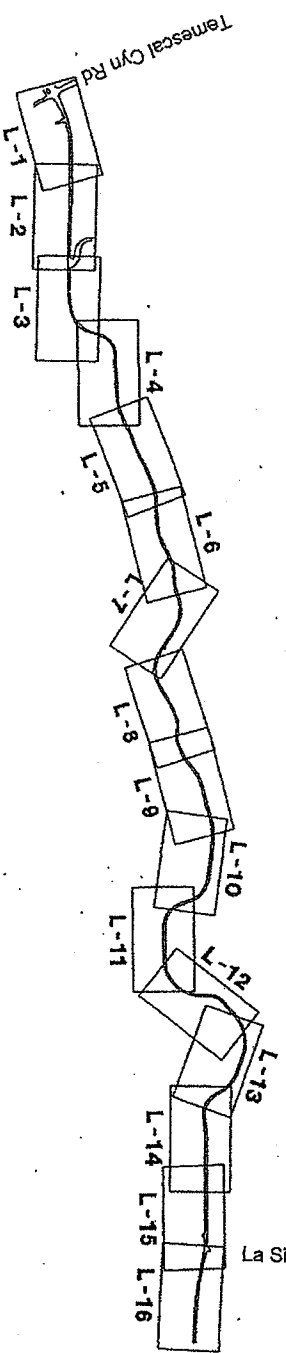
The contractor is qualified.

Project Number: A7-0346



PROJECT LENGTH = 17,703.37 FEET; 3.353 MILES
 WITHIN RANCHO EL SOBRANTE DE SAN JACINTO
 AND T. 4 S., R. 8 W., SEC. 16.

VICINITY MAP



PLAN SHEET INDEX

AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **R.J. Noble Company** , hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Cajalco Road Rehabilitation and Widening Project, From Temescal Canyon Road to La Sierra Avenue and Traffic Signal Installation, Project No. A7-0346**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.
2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. 1. (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
 - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
 - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

CAJALCO ROAD

REHABILITATION AND WIDENING PROJECT FROM TEMESCAL CANYON ROAD TO LA SIERRA AVENUE, AND TRAFFIC SIGNAL INSTALLATION

PROJECT NO. A7-0346

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	011505	46,300	SQYD	GRINDING ASPHALT CONCRETE IN PLACE	1.78	82,414.00
2.	013902	25	EA	ASPHALT CONCRETE OVERSIDE DRAIN (CRS 306)	375.00	9,375.00
3.	017309	181	LF	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	42.00	7,602.00
4.	017315	2	EA	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	3,150.00	6,300.00
5.	066088	29,400	LF	SHOULDER BACKING	1.94	57,036.00
6.	066102	1	LS	DUST ABATEMENT	18,850.00	18,850.00
7.	066148	11	EA	RELOCATE SIGNS	95.00	1,045.00
8.	074020	1	LS	WATER POLLUTION CONTROL	2,575.00	2,575.00
9.	120100	1	LS	TRAFFIC CONTROL SYSTEM	67,350.00	67,350.00
10.	150715	600	SQFT	REMOVE THERMOPLASTIC PAVEMENT MARKING	4.12	2,472.00
11.	150716	1,450	SQFT	REMOVE PAINTED TRAFFIC STRIPE AND PAVEMENT MARKING	1.75	2,537.50
12.	151281	14	EA	SALVAGE ROADSIDE SIGN	64.89	908.46
13.	160101	1	LS	CLEARING AND GRUBBING [INCLUDE TREE TRIMMING, REMOVE AC DIKE, REMOVE PAVEMENT MARKERS]	4,500.00	4,500.00
14.	170101	1	LS	DEVELOP WATER SUPPLY	1,850.00	1,850.00
15.	190101	1,200	CY	ROADWAY EXCAVATION [WIDEN AND TURNOUTS]	12.50	15,000.00
16.	220101	1	LS	FINISHING ROADWAY	16,000.00	16,000.00
17.	260201	620	CY	CLASS-2 AGGRGATE BASE	23.41	14,514.20
18.	390130	16,500	TON	HOT MIX ASPHALT	50.60	834,900.00
19.	394048	29,400	LF	PLACE ASPHALT CONCRETE DIKE (TYPE E)	1.11	32,634.00
20.	394049	3,500	LF	PLACE ASPHALT CONCRETE DIKE (TYPE F)	1.19	4,165.00
21.	566011	34	EA	ROADSIDE SIGN - ONE POST	190.00	6,460.00
22.	820107	6	EA	DELINEATOR (CLASS 1)	46.35	278.10
23.	820118	360	EA	GUARD RAIL DELINEATOR	13.13	4,726.80
24.	820151	26	EA	OBJECT MARKER (TYPE L-1)	39.14	1,017.64
25.	820132	12	EA	OBJECT MARKER (TYPE L)	46.35	556.20

AGREEMENT

(CONTINUED)

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
26.	820134	4	EA	OBJECT MARKER (TYPE P)	46.35	185.40
27.	832001	4,310	LF	METAL BEAM GUARD RAILING	42.10	181,451.00
28.	840519	600	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	3.35	2,010.00
29.	840656	55,000	LF	PAINT TRAFFIC STRIPE (2-COAT)	0.24	13,200.00
30.	850102	9,100	EA	PAVEMENT MARKER (REFLECTIVE)	2.00	18,200.00
31.	860201	1	LS	SIGNAL AND LIGHTING	120,355.00	120,355.00
32.	999990	1	LS	MOBILIZATION	24,000.00	24,000.00
33.	394050	15,700	LF	RUMBLE STRIP	0.52	8,164.00

PROJECT TOTAL One Million Five Hundred Sixty Two Thousand, Six Hundred Thirty Two dollars and Thirty Cents \$1,562,632.30
ITEMS 1-33 "WORDS"

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

COUNTY OF RIVERSIDE

R.J. Noble Company

BY _____
Chairman, Board of Supervisors

BY X  _____

TITLE: Michael J. Carver, President
(If Corporation, Affix Seal)

Dated _____

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

X  _____

BY _____
Deputy

TITLE: Steve Mendoza

BY _____
"County"
(Seal)

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: M. L. Victor 6/15/09
MARSHA L. VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 05/06/09
Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER
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.

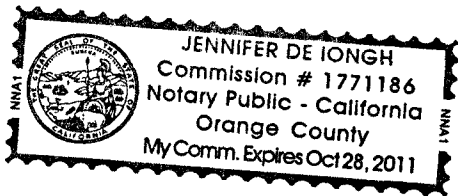
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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State of California

County of ORANGE

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personally appeared STEVE MENDOZA
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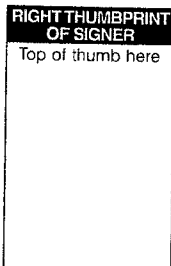
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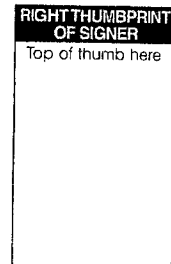
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



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
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

RESOLUTIONS OF THE BOARD OF DIRECTORS

OF


R. J. NOBLE COMPANY

Pursuant to the provisions of Section 307(b) of the California General Corporation Law, the following resolutions were adopted on December 31, 2006, by the unanimous consent of the Board of Directors of this corporation without a meeting, to which the undersigned hereby consent:

RESOLVED, that those persons now serving as this corporation's officers are hereby reelected to serve in the same capacity until the next annual meeting of this corporation, subject to the provisions of the bylaws of this corporation, and that the officers of this corporation are as follows:

President:	Michael Carver
Vice President	Norm Wright
Vice President	Craig Porter
Secretary	Steve Mendoza
Assistant Secretary	Chris Page
Chief Financial Officer	James Ducote

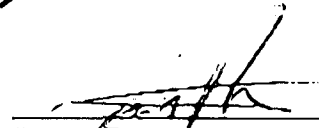
SIGNATURES OF ALL DIRECTORS:



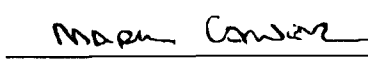
 Michael Carver



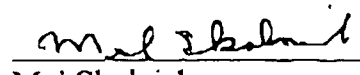
 Tim Carver



 James Ducote



 Mark Carver



 Mel Skolnick

PERFORMANCE BOND

Recitals:

1. **R.J. Noble Company** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Cajalco Road Rehabilitation and Widening Project, from Temescal Canyon Road to La Sierra Avenue, and Traffic Signal Insallation, Project No. A7-0346.**
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 \$ **1,562,632.30 (One million five hundred sixty two thousand, six hundred thirty two dollars and thirty 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).

PERFORMANCE BOND

Recitals:

- 1. R.J. Noble Company (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as Cajalco Road Rehabilitation and Widening Project, from Temescal Canyon Road to La Sierra Avenue, and Traffic Signal Insallation, Project No. A7-0346.
- 2. TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a _____ CONNECTICUT 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:

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THIS BOND is executed as of May 7, 2009

By X [Signature]
Michael J. Carver, President

By X [Signature]
Steve Mendoza, Secretary

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
By [Signature]
Type Name MICHAEL D. STONG
Its Attorney in Fact
"Surety"

Title R.J. Noble Company
"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 05/11/09
Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE



On 05/11/09 before me, JENNIFER DE IONGH, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEVE MENDOZA
Name(s) of Signer(s)

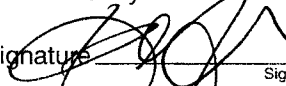
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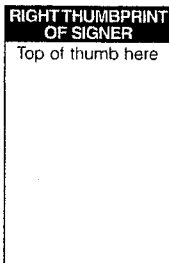
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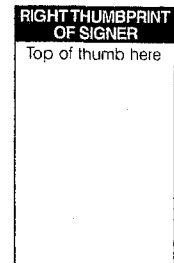
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- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 5/7/09 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

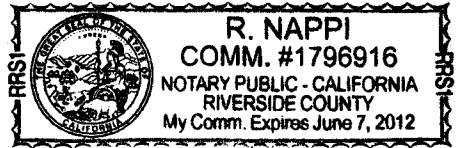
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi
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

BOND NUMBER 105210307
EXECUTED IN FIVE COUNTERPARTS

PREMIUM INCLUDED IN PERFORMANCE BOND

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are R.J. Noble Company, as Principal and Original Contractor and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 1,562,632.30 (One million five hundred sixty two thousand, six hundred thirty two dollars and thirty 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 Cajalco Road Rehabilitation and Widening Project, from Temescal Canyon Road to La Sierra Avenue, and Traffic Signal Insallation , Project No. A7-0346 ..

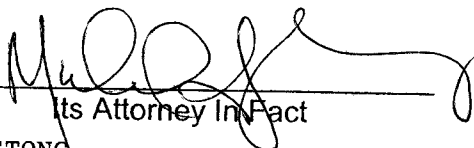
The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or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

DATED: May 7, 2009

R. J. Noble Company
Original Contractor - Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

By ^X 

By 
Its Attorney In Fact

Title Michael J. Carver, President

MICHAEL D. STONG
ATTORNEY-IN-FACT
(Corporate Seal)

(If corporation, affix 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 05/11/09

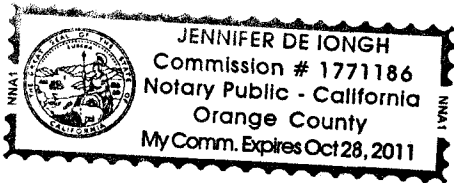
Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared MICHAEL J. CARVER

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

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(Here insert name and title of the officer)

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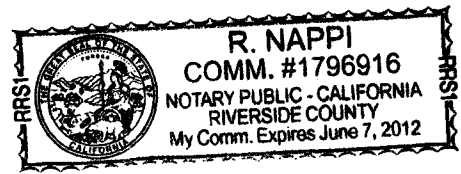
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

R. Nappi
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

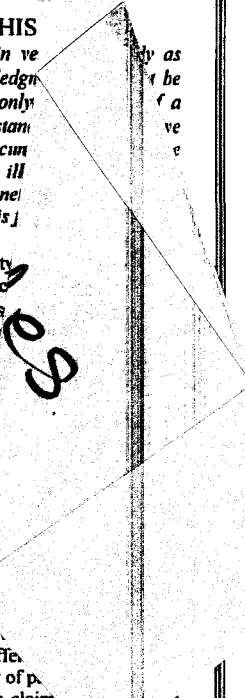
Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS

Any acknowledgment completed in California must contain ve appears above in the notary section or a separate acknowledgment properly completed and attached to that document. The only document is to be recorded outside of California. In such instam acknowledgment verbiage as may be printed on such a docum verbiage does not require the notary to do something that is ill California (i.e. certifying the authorized capacity of the signel document carefully for proper notarial wording and attach this j

- State and County information must be the State and County signer(s) personally appeared before the notary public for ac
- Date of notarization must be the date that the signer(s) pers must also be the same date the acknowledgment is complet
- The notary public must print his or her name as it app commission followed by a comma and then your title (not
- Print the name(s) of document signer(s) who personall notarization.
- Indicate the correct singular or plural forms by crossing he/she/they- is /are) or circling the correct forms. Failure information may lead to rejection of document recording
- The notary seal impression must be clear and phot Impression must not cover text or lines. If seal impre sufficient area permits, otherwise complete a different s
- Signature of the notary public must match the signatur the county clerk.
 - ❖ Additional information is not required but coun acknowledgment is not misused or attached to a diffie.
 - ❖ Indicate title or type of attached document, number of p.
 - ❖ Indicate the capacity claimed by the signer. If the claim 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. 221100

Certificate No. 002932465

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

Michael D. Stong, Shawn Blume, Rosemary Nappi, and Jeremy Pendergast

of the City of Riverside, 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 13th day of April, 2009.

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 13th day of April, 2009, 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, 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 do hereby certify that the 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 7th day of MAY, 2009.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2009

PRODUCER (949) 857-4500, Fax (949) 857-4800
Millennium Risk Management & Insurance
License # OC13480
5530 Trabuco Road
Irvine CA 92620

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
R. J. Noble Co.
15505 Lincoln Avenue
P. O. Box 620
Orange CA 928569020

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co of America	25666
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Severability-notes <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CO9322B893TIL08	07/01/2008	07/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Severability-notes	CAP9322B426TIL08	07/01/2008	07/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUP9322B438TIL08	07/01/2008	07/01/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	C2JUB4786C03108	07/01/2008	07/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: RJN Job #91216 Project #A7-0346 Cajalco Road Rehabilitation and Widening Project from Temescal Canyon Road to La Sierra Avenue and New Traffic Signal Installation
(This Supersedes and Replaces Certificate dated 5/12/2009)
See Attached Notes for Additional Insured wording.
*10 day notice of cancellation in the event of non-payment of premium.

CERTIFICATE HOLDER

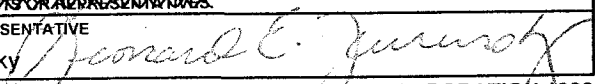
County of Riverside
Transportation & Land Management Agency
Transportation Department
3525 14th Street
Riverside, CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL~~
~~FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE~~
~~INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Leonard Ziminsky



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMMENTS/REMARKS

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives are named Additional Insured and Primary as respects General and Auto Liability per endorsements EXG3730106, EXG3740106, CG20370704 and CAT3530104. Workers Compensation Waiver of Subrogation applies per endorsement WC990376 attached. *10 day notice of cancellation in the event of non-payment of premium.

Policy #EXGL5273C16708

Effective 07/01/2008

R. J. Noble Co.

SELF-INSURED EXCESS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - a) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. Subparagraph (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Coverage A. Bodily Injury and Property Damage Liability (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" is caused by "your work" performed at any premises, site or location which is owned by, or rented to, the additional insured at the time "your work" is performed there.
4. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance will apply as if "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss does not exist, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
5. As a condition of coverage provided to the additional insured by this endorsement:

SELF-INSURED EXCESS

- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim under this insurance. To the extent possible, such notice should include:
- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured which may result in a claim against this insurance, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) If a claim is made or "suit" is brought against the additional insured which may result in a claim against this insurance, the additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether, as described in paragraph 4. above, the insurance provided to the additional insured by this endorsement will apply as if "other insurance" available to the additional insured which covers that person or organization as a named insured does not exist.
6. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.


Leonard Ziminsky - Partner/Broker

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – Provisions A.-H. and J.-N. of this endorsement broaden coverage, and provision I. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the PROVISIONS of this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Extension of Coverage - Damage To Premises Rented To You
 - Perils of fire, explosion, lightning, smoke, water
 - Limit increased to \$300,000
- C. Blanket Waiver of Subrogation
- D. Blanket Additional Insured – Managers or Lessors of Premises
- E. Incidental Medical Malpractice
- F. Extension of Coverage – Bodily Injury
- G. Contractual Liability – Railroads
- H. Additional Insured – State or Political Subdivisions
- I. Other Insurance Condition
- J. Knowledge and Notice of Occurrence or Offense
- K. Unintentional Omission
- L. Personal Injury - Assumed by Contract
- M. Blanket Additional Insured –Lessor of Leased Equipment

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:
 The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.
2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. EXTENSION OF COVERAGE - DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is deleted and replaced by the following:
 Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.
2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

a. \$300,000; or

b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.

4. Paragraph a. of the definition of "insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

D. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract; executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.

2. The insurance afforded to the additional insured does not apply to:

a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;

b. Any premises for which coverage is excluded by endorsement; or

c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

3. The insurance afforded to the additional insured shall be excess over any valid and collectible "other insurance" available to the additional insured unless you have agreed in a written contract for this insurance to apply before any valid and collectible "other insurance" available to the additional insured, in which case, any valid and collectible "other insurance" available to the additional insured for the coverage provided by this endorsement shall be noncontributory with and excess of both the:

a. "Retained limit" stated in the Declarations of the policy to which this endorsement is attached; and

b. The Limits Of Insurance provided in PROVISION D.1. above.

E. INCIDENTAL MEDICAL MAJ.PRACTICE

SELF-INSURED EXCESS

1. The following is added to paragraph 1. Insuring Agreement of COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

3. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

4. For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".
5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.
6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the limits of insurance shown on the Declarations of this Coverage Part.

F. EXTENSION OF COVERAGE - BODILY INJURY

The definition of "bodily injury" (DEFINITIONS - Section V) is deleted and replaced by the following: "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

G. CONTRACTUAL LIABILITY - RAILROADS

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS - Section V) is deleted.

H. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or
 - b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

I. OTHER INSURANCE CONDITION

- A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis.

This condition does not apply to insurance purchased specifically to be either quota share with this Coverage Part or excess of this Coverage Part.

B. The following definition is added to DEFINITIONS (Section V):

"Other Insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

- a. Another insurance company;
- b. Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury Limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
- c. Any risk retention group;
- d. Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
- e. Any similar risk transfer or risk management method.

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

- 2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
- 3. This Provision J. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

K. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

L. PERSONAL INJURY - ASSUMED BY CONTRACT

1. The following is added to Exclusion b. (1) of Paragraph 2., Exclusions of Coverage B. Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability endorsement:

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

SELF-INSURED EXCESS

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. This provision L. does not apply if coverage for "personal injury" liability is excluded by endorsement.

ML BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

- 1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
- 2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".


Leonard Ziminsky - Partner/Broker

Insured: R. J. Noble Co.
POLICY NUMBER: C09322B893TIL08

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 07/01/2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives


Location And Description Of Completed Operations

Re: RJN Job #91216 Project #A7-0346 Cajalco Road Rehabilitation and Widening Project from Temescal Canyon Road to La Sierra Avenue and New Traffic Signal Installation

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".


Leonard Ziminsky - Partner/Broker

POLICY #CAP9322B426TIL08

EFFECTIVE: 07/01/2008

CA T3 53 01 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE EXTENSION FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BROAD FORM NAMED INSURED

SECTION II – LIABILITY COVERAGE, A. 1. Who Is An Insured provision is amended by adding the following:

- d. Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. If you are not a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business at the time of an "accident", a covered "auto" you don't own, hire or borrow.

If you are a sole proprietor, any "employee" of yours is an "insured" while using, in the course and scope of your business or personal affairs at the time of an "accident", a covered "auto" that you don't own, hire or borrow.

C. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions, a. Supplementary Payments subparagraphs (2) and (4) are deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. HIRED CAR – WORLDWIDE COVERAGE

SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions is amended by adding the following extension:

c. Hired Car – Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada resulting from the operation, maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent, or borrow without a driver for 30 days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:
 - (a) You shall undertake the investigation, settlement, and defense of such claims and "suits" and keep us advised of all proceedings and actions.
 - (b) You will not make any settlement without our consent.
 - (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this policy applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation,

settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS, and not in addition to such limits.

- (3) The Limit of Insurance for Liability Coverage shown in ITEM TWO of the BUSINESS AUTO COVERAGE PART DECLARATIONS is the most we will reimburse you for the sum of all damages imposed on you, as set forth in c.(2)(c) above, and all expense incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
- (a) Compulsory admitted insurance with limits required to be in-force to satisfy the legal requirements of the jurisdiction where the "accident" occurs; or
 - (b) Insurance limits required by law and issued by a governmental entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 Combined Single Limit or \$100,000 per person/ \$300,000 per accident Bodily Injury, \$100,000 Property Damage.
- If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by HIRED CAR – WORLDWIDE COVERAGE is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

E. HIRED CAR PHYSICAL DAMAGE — LOSS OF USE

SECTION II – LIABILITY COVERAGE, A. 2. Coverage Extensions is modified by adding the following:

- d. Notwithstanding SECTION II, LIABILITY B. Exclusions 2. and 6., we will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for 30 days or less for the lessor's loss of use of the covered "auto", provided:
1. This insurance provides comprehensive, specified causes of loss or collision coverage on the covered "auto";
 2. The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to \$65 per day subject to a maximum limit of \$750 for any one "accident".

F. PHYSICAL DAMAGE — TRANSPORTATION EXPENSE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extensions, subparagraph a. is deleted and replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

If the temporary transportation expense incurred arises from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of a like kind and quality as the stolen covered "auto".

G. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects Coverage

We will pay to \$400 for loss to wearing apparel and other personal effects which are:

- (1) owned by an insured; and
- (2) in or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects Coverage.

H. NOTICE OF AND KNOWLEDGE OF

OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, A. 2. Duties In The Event Of Accident, Claim, Suit Or Loss, subparagraph a. Is deleted and replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) the "insured's" name and address; and
- (3) to the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or
3. An executive officer or insurance manager, if you are a corporation.

I. BLANKET WAIVER OF SUBROGATION

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted and replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

J. UNINTENTIONAL ERRORS OR OMISSIONS

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

K. MENTAL ANGUISH

SECTION V – DEFINITIONS, Definition C. is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

CA T3 53 01 04


Leonard Ziminsky - Partner/Broker



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 9903 76 (00) - 001

POLICY NUMBER: C2JOB4786C03108
R. J. Noble Co.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an Injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

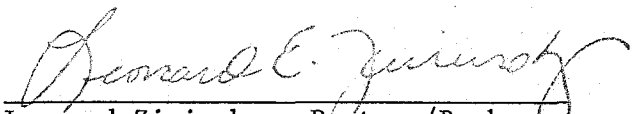
The additional premium for this endorsement shall be 5.0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER


Leonard Ziminsky - Partner/Broker

DATE OF ISSUE: 08-03-06 ST ASSIGN:



Travelers Producers Compensation Disclosure

Producers

We primarily sell our insurance products and services through an extensive network of independent insurance agents and brokers, and we consider this the preferred way of distributing our products. We call these independent agents and brokers "producers."

Producers are not our employees. However, producers may receive compensation from us for placing your insurance with us. This is an overview of how we compensate producers.

Producer Compensation

We design our compensation system to encourage producers to sell our products, to assist us in evaluating risks and servicing accounts, and to maintain a volume of profitable business with us. Currently, our compensation programs fall into five basic types: 1) base commissions; 2) contingent commissions; 3) fixed, value-based compensation; 4) business production incentives; and 5) promotional expense reimbursements. We might not pay all these types of compensation, or any compensation, to a producer who places a policy with us.

For example, we do not pay contingent compensation on Personal Insurance, Excess Casualty, Fidelity, or Boiler & Machinery policies at this time. In addition, with respect to policies that are eligible for contingent commissions, a producer may elect to receive either fixed, value-based compensation or contingent commissions, but not both.

- **Base Commission Programs**

We generally pay producers a fixed commission for business placed with us. We pay commission on new and renewal policies. This commission is usually a fixed percentage of the premium a policyholder pays. The percentage varies according to factors such as the type of business, the type of risk, and the state where a risk is located.

- **Contingent Commission Programs**

- Contingent commission agreements, sometimes referred to as performance plans or profit sharing programs, provide for payment when the producer achieves various pre-set goals. A producer may have separate contingent commission plans with our different business units. We normally evaluate performance against the pre-set goals annually. If the producer has met the goals, the payment amount is usually a percentage of the premium a producer has placed with us for specific types of insurance
- A contingent commission plan generally uses one or more goals, separately or in combination, to determine if a producer will receive a payment. These goals may include:

- **Profitability**

- We measure a producer's profitability by comparing losses to premium on the policies the producer placed with us for specific types of insurance. The policies the producer has placed with us must achieve a pre-set ratio of losses to premium to be considered profitable.

- **Volume**

- We measure the premium volume of policies a producer places with us. We may measure one or more types of insurance.

- **Growth and Retention**

- We measure whether the amount of business a producer has with us is increasing or decreasing. We may look at change in premium volume, change in the actual number of policies, number of newly written policies or a combination of these. These calculations may vary by type of insurance.

- **Tactical Performance**

- We measure if a producer has met pre-set tactical performance goals relating to account services, such as the percentage of the producer's customers who sign up for electronic fund transfer premium payments. These goals often differ by business unit and by producer.

- **Fixed, Value-Based Compensation Programs**

On Personal Insurance products and on certain commercial lines policies as well, we pay some producers fixed, value-based compensation on eligible new and renewal policies written during a pre-determined period of time.

- **Business Production Incentive Programs**

At times we will provide producers or their employees the opportunity to receive additional compensation for placing specific types of policies with us, helping us pursue new business opportunities with their customers, or performing other tasks. We generally compensate agents by paying additional commission or a specific dollar amount on new policies that we sell as a result of these agreements.

A book roll or book transfer – an agreement by a producer to move policies from a specified insurance company to us – is one type of business production incentive program. Another example is a new business override: an increase in compensation for new policies in one or more product lines, for a defined period of time.

This category also includes sales contests, where cash or other prizes are awarded for policies written with us. These incentives are designed to encourage the placement of new business with us.

- **Promotional Expense Reimbursements**

We may also reimburse certain producers' expenses relating to marketing activities. Reimbursable expenses may include advertising costs, travel to and attendance at Travelers-sponsored conferences or events, training expenses, or the costs of other goods and services that help to promote our company and our products.

Additional Information

You can view information on the ranges and types of compensation we pay producers on various products we offer by clicking on the applicable link below.

If you would like additional information regarding compensation arrangements applicable to your account, please contact your insurance broker or your independent insurance agent directly.

- Commercial Lines

- [Boiler and Machinery](#)
- [Commercial Auto](#)
- [Commercial Liability](#)
- [Commercial Multi-Peril](#)
- [Commercial Property](#)
- [Fidelity](#)
- [Inland Marine](#)
- [Ocean Marine](#)
- [Surety](#)
- [Workers Compensation](#)

Personal Lines

- [Homeowners](#)
- [Personal Auto](#)
- [Other Personal Lines Products](#)

The Travelers Indemnity Company and its property casualty insurance affiliates, One Tower Square, Hartford, Connecticut 06183. Some of our business units provide insurance and related products and services through separate and distinct companies. These include:

1. First Floridian Auto and Home Insurance Company (Travelers of Florida brand); First Trenton Indemnity Company and Travelers Auto Insurance Company of New Jersey (Travelers of New Jersey brand); The Premier Insurance Company of Massachusetts (Travelers of Massachusetts brand). Policies of these separate companies are not underwritten or guaranteed by other members of the Travelers group of companies;
2. Northland Insurance Company and its affiliates (Northland brand); and
3. Discover Re Insurance Company and its affiliates (Discover Re brand).



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A.M. Best #: 04003 NAIC #: 25666 FEIN #: 586020487

Address: One Tower Square
Hartford, CT 06183

Phone: 860-277-0111
Fax: 860-277-7002
Web: www.travelers.com

This rating is assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.



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Best's Ratings

Financial Strength Ratings [View Definitions](#)

Rating: **A+ (Superior)**
Affiliation Code: **g (Group)**
Financial Size Category: **XV (\$2 Billion or greater)**
Outlook: **Stable**
Action: **Affirmed**
Effective Date: **May 15, 2009**

Issuer Credit Ratings [View Definitions](#)

Long-Term: **aa-**
Outlook: **Positive**
Action: **Affirmed**
Date: **May 15, 2009**

* Denotes Under Review Ratings. See rating definitions.

Reports and News

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

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

Report Revision Date: 05/15/2009 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional \(Unabridged\) Archive](#).

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2009 Best's Statement File - P/C, US. Contains data compiled as of 5/21/2009 (Quality Cross Checked).

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

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

Data Status: Contains data compiled as of 5/21/2009 (Quality Cross Checked).

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.

Data Status: 2007 Financial Data (Quality Cross Checked).

Financial and Analytical Products

[Best's Property/Casualty Center - Premium Data & Reports](#)

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