

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

803
A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
February 9, 2010

SUBJECT: Completion of improvements on Newport Road between Goetz Road and Murrieta Road and on Berea Road between Newport Road and Normandy Road.

RECOMMENDED MOTION: That the Board of Supervisors accept the low bid of R. J. Noble Company of Orange, CA in the amount of \$2,274,812. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated December 8, 2009 (agenda item 3.27) the Board authorized the Clerk of the Board to advertise for the completion of Newport Road between Goetz Road and Murrieta Road and on Berea Road between Newport Road and Normandy Road, in the Cities of Menifee and Canyon Lake area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, January 13, 2010. Nine bids were received. The basis for the selection of a contractor is the lowest responsive and

Juan C. Perez
Director of Transportation

JCP:jrj
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,274,812	In Current Year Budget:	Yes				
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No				
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010				
SOURCE OF FUNDS: TUMF - Central zone [WRCOG] (98%), Menifee R & B Benefit District (2%)				<table border="1"> <tr> <td>Positions To Be Deleted Per A-30</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Requires 4/5 Vote</td> <td><input type="checkbox"/></td> </tr> </table>	Positions To Be Deleted Per A-30	<input type="checkbox"/>	Requires 4/5 Vote	<input type="checkbox"/>
Positions To Be Deleted Per A-30	<input type="checkbox"/>							
Requires 4/5 Vote	<input type="checkbox"/>							

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

Policy

Consent

Dept Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref. 12/8/09, Item 3.27 | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.59

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 1/28/10
Departmental Concurrence

The Honorable Board of Supervisors

RE: Completion of improvements on Newport Road between Goetz Road and Murrieta Road and on Berea Road between Newport Road and Normandy Road.

February 9, 2010

Page 2

responsible bid. The lowest responsive and responsible bid was submitted by R. J. Noble Company of Orange, CA, in the amount of \$2,274,811.50.

The total bid price, submitted by R. J. Noble Company is \$887,988.50 (28.1%) below the Engineer's Estimate.

The Transportation Improvement Program provides for the completion of improvements on Newport Road and Berea Road in the "Audie Murphy Ranch" development, in the Cities of Menifee and Canyon Lake.

The master developer of the "Audie Murphy Ranch" filed for a bankruptcy and left various roads within this development incomplete. These roads need to be completed in order to open them for public use. Strong interest has been expressed by the public and by officials of the City of Menifee and the City of Canyon Lake to complete the improvements of Newport Road and Berea Road. The necessary improvements consist of the construction of pavement, drainage facilities, modification of a traffic signal and associated work. The majority of the construction improvements are within the City of Menifee and a minor portion within the westerly segment is in the City of Canyon Lake. Both cities fully support the County's effort to complete the roadway construction.

The County was able to successfully negotiate a settlement of \$6.3 million with the bonding company that provided security to back-stop the construction of these improvements. The Transportation Department has also obtained a commitment of \$4 million from WRCOG TUMF funds toward these improvements. Together with the \$6.3 million settlement, this provides a total of \$10.3 million that the Transportation Department will use for the completion of Newport Road to six lanes between Murrieta and Goetz, and also to fully widen Goetz Road to four lanes, including a bridge over the Salt Creek Channel, between Normandy (old Newport) and Railroad Canyon Road. The Goetz Road design plans and environmental permits are being finalized and will be put out to bid this year as the second phase of this overall project. Since the County entered into the Bonds and Securities Agreement prior to the incorporation of Menifee, we are utilizing the proceeds of the settlement agreement to build these improvements on behalf of the Cities.

The project is anticipated to be completed within the existing budget as shown on Attachment A.

The contractor is qualified.

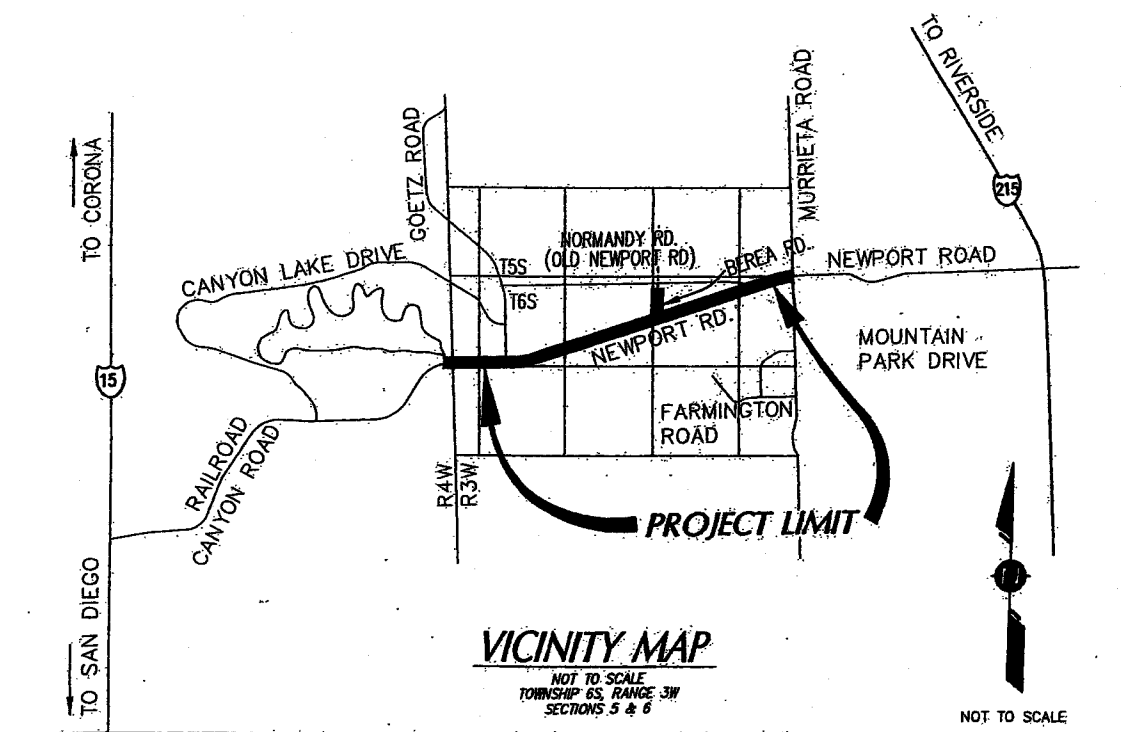
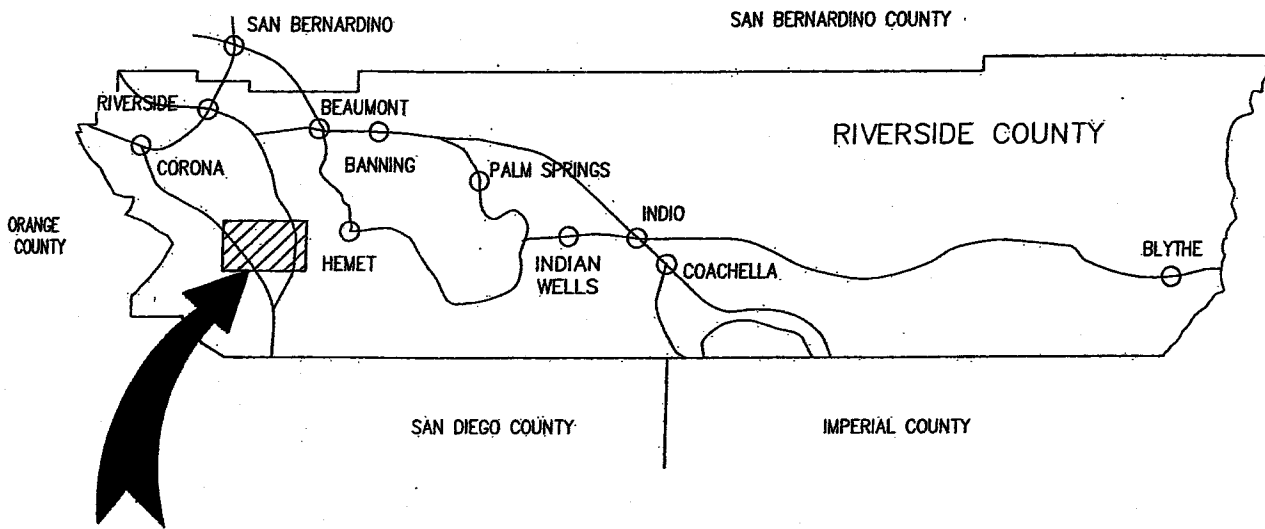
The Contractor has executed the contract, and has provided bonds and insurance which meet the requirements of the contract.

Project No. A2-0750

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

NEWPORT RD. & BEREA RD. IMPROVEMENT PLANS

COMPLETION OF IMPROVEMENTS
NEWPORT ROAD, 1800' WEST OF GOETZ ROAD TO MURRIETA ROAD
BEREA ROAD, NEWPORT ROAD TO NORMANDY ROAD
PROJECT NO. A2 - 0750



Attachment "A"

Riverside County Transportation Department

Project: **Newport Rd (1800' W of Goetz Rd to Murrieta Rd) and Berea Rd (Normandy Rd to Newport Rd)**

Project No.(s): **A2-0750**

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental				
Design	37,000		37,000	8,000
Right-of-way				
Utilities				
Construction	45,000	2,274,812	2,319,812	3,750,000
Construction Contingency 10.0%		227,481	227,481	
Construction Engineering & Inspection 10.0%	100,000	165,000	265,000	240,000
Construction Survey 10.0%	10,000	40,000	50,000	
Totals:	192,000	2,707,293	2,899,293	4,053,000

Project Funding

Code	Name	Existing Budget
346	TUMF - Central Zone (WRCOG)	4,000,000
427	Menifee - RBBD	53,000
Totals		4,053,000

Comments

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid		COUNTY'S ESTIMATE				R.J. NOBLE Orange, CA 92856		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID	AMOUNT
1	999990	MOBILIZATION	LS	1	31,000.00	31,000.00	10,000.00	10,000.00
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	16.50	19,800.00	19.50	23,400.00
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	LF	3,000	13.50	40,500.00	17.75	53,250.00
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	1,600.00	4,800.00	5,100.00	15,300.00
5	066102	DUST ABATEMENT	LS	1	5,000.00	5,000.00	24,000.00	24,000.00
6	074020	WATER POLLUTION CONTROL	LS	1	20,000.00	20,000.00	5,000.00	5,000.00
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	44,400.00	44,400.00	74,000.00	74,000.00
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	14,677.00	14,677.00	5,500.00	5,500.00
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	20,000.00	20,000.00	10,000.00	10,000.00
10	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	25.54	104,714.00	19.00	77,900.00
12	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	11.00	7,425.00	14.00	9,450.00
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	100.00	51,200.00	36.00	18,432.00
14	260201	CLASS 2 AGGREGATE BASE	CY	350	57.63	20,170.50	35.00	12,250.00
15	390130	HOT MIX ASPHALT	TON	26,000	75.00	1,950,000.00	53.00	1,378,000.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	2,200.00	8,800.00	2,500.00	10,000.00
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	10,000.00	10,000.00	24,000.00	24,000.00
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	55.00	398,530.00	26.00	188,396.00
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	55.00	15,455.00	26.00	7,306.00
20		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	39.50	31,600.00	24.00	19,200.00
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	75.00	56,100.00	95.00	71,060.00
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	36.00	5,760.00	39.00	6,240.00
24		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
25		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
26		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	2,000.00	2,000.00	1,900.00	1,900.00
28	000003	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. D73, TYPE G1)	EA	4	4,725.00	18,900.00	3,700.00	14,800.00
29	000003	MEDIAN DRAIN INLET (CALTRANS STD. DWG. TYPE G1)	EA	6	2,000.00	12,000.00	3,800.00	22,800.00
30		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid		COUNTY'S ESTIMATE				R.J. NOBLE Orange, CA 92856		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID	AMOUNT
31		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
32	152440	ADJUST MANHOLE TO GRADE (INCLUDING FRAME)	EA	36	368.75	13,275.00	300.00	10,800.00
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	2.70	5,400.00	2.10	4,200.00
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.22	13,662.00	0.14	8,694.00
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	2.95	3,540.00	2.35	2,820.00
36	566011	ROADSIDE SIGN-ONE POST	EA	61	434.00	26,474.00	155.00	9,455.00
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	40,000.00	40,000.00	52,000.00	52,000.00
38	150740	REMOVE SIGN [EXISTING]	EA	2	100.00	200.00	113.00	226.00
39	000003	JUNCTION STRUCTURE JS227	EA	2	4,730.00	9,460.00	3,650.00	7,300.00
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	1.18	25,134.00	0.90	19,170.00
41	993002	RELOCATE FIRE HYDRANT	EA	17	4,033.00	68,561.00	2,500.00	42,500.00
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	40.00	8,400.00	25.00	5,250.00
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	5,000.00	5,000.00	1,900.00	1,900.00
44	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6')	LF	1,850	4.25	7,862.50	3.25	6,012.50
		Subtotal				3,124,800.00		2,257,511.50
		Items 1-44						

Alternate Bid

ITEM NO.	ITEM CODE	ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID	AMOUNT
45	000003	STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	LS	1	38,000.00	38,000.00	17,300.00	17,300.00
		Project Total				3,162,800.00		2,274,811.50
		Item 1-45						

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid		ALL AMERICAN ASPHALT Corona, Ca 92878-2229		BEADOR CONSTRUCTION Corona, Ca 92883				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT
1	999990	MOBILIZATION	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	12.06	14,472.00	14.00	16,800.00
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	LF	3,000	6.14	18,420.00	10.00	30,000.00
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	3,313.64	9,940.92	3,000.00	9,000.00
5	066102	DUST ABATEMENT	LS	1	3,500.00	3,500.00	25,000.00	25,000.00
6	074020	WATER POLLUTION CONTROL	LS	1	15,000.00	15,000.00	25,000.00	25,000.00
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	46,644.19	46,644.19	239,244.00	239,244.00
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	4,692.00	4,692.00	15,000.00	15,000.00
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	10,000.00	10,000.00	10,000.00	10,000.00
10	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00	5,000.00
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	26.60	109,060.00	12.00	49,200.00
12	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	19.97	13,479.75	9.00	6,075.00
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	29.00	14,848.00	28.00	14,336.00
14	260201	CLASS 2 AGGREGATE BASE	CY	350	52.58	18,403.00	46.00	16,100.00
15	390130	HOT MIX ASPHALT	TON	26,000	61.28	1,593,280.00	58.00	1,508,000.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	2,025.00	8,100.00	3.00	12.00
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	7,500.00	7,500.00	20,000.00	20,000.00
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	47.94	347,373.24	44.00	318,824.00
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	47.94	13,471.14	44.00	12,364.00
20		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	47.94	38,352.00	44.00	35,200.00
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	85.68	64,088.64	54.00	40,392.00
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	29.70	4,752.00	40.00	6,400.00
24		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
25		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
26		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	255.00	255.00	4,000.00	4,000.00
28	000003	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. D/3, TYPE G1)	EA	4	2,040.00	8,160.00	3,000.00	12,000.00
29	000003	MEDIAN DRAIN INLET (CALTRANS STD. DWG. TYPE G1)	EA	6	3,570.00	21,420.00	3,500.00	21,000.00
30		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid		ALL AMERICAN ASPHALT Corona, Ca 92878-2229			BEADOR CONSTRUCTION Corona, Ca 92883		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	AMOUNT
31		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00
32	152440	ADJUST MANHOLE TO GRADE [INCLUDING FRAME]	EA	36	300.00	10,800.00	25,200.00
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	4.33	8,660.00	5,500.00
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.13	8,073.00	9,315.00
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	2.29	2,748.00	2,700.00
36	566011	ROADSIDE SIGN-ONE POST	EA	61	49.98	3,048.78	3,050.00
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	51,128.52	51,128.52	52,500.00
38	150740	REMOVE SIGN [EXISTING]	EA	2	100.00	200.00	500.00
39	000003	JUNCTION STRUCTURE JS227	EA	2	2,040.00	4,080.00	6,000.00
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	0.71	15,123.00	25,560.00
41	993002	RELOCATE FIRE HYDRANT	EA	17	2,805.00	47,685.00	30,600.00
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	35.00	7,350.00	5,040.00
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	1,764.60	1,764.60	2,000.00
44	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,850	4.00	7,400.00	7,400.00
		Subtotal				2,568,272.78	2,624,312.00
		Items 1-44					

Alternate Bid							
ITEM NO.	ITEM CODE	ITEM	UNITS	QUANTITY	BID	AMOUNT	AMOUNT
45	000003	STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	LS	1	12,791.38	12,791.38	10,000.00
		Project Total				2,581,064.16	2,634,312.00
		Item 1-45					

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	IMPERIAL PAVING CO. Santa Fe Springs, Ca 90670		EXCEL PAVING COMPANY Long Beach, Ca 90806	
				QUANTITY	BID	AMOUNT	BID
1	999990	MOBILIZATION	LS	1	10,000.00	10,000.00	10,000.00
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	20.00	24,000.00	28,800.00
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6" AND 8"]	LF	3,000	18.00	54,000.00	81,000.00
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	320.00	960.00	33,000.00
5	066102	DUST ABATEMENT	LS	1	3,500.00	3,500.00	9,500.00
6	074020	WATER POLLUTION CONTROL	LS	1	6,500.00	6,500.00	9,500.00
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	110,000.00	110,000.00	136,000.00
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	500.00	500.00	9,500.00
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	10,000.00	10,000.00	10,000.00
10	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	5,000.00
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	25.00	102,500.00	123,000.00
12	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	7.00	4,725.00	13,500.00
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	48.00	24,576.00	15,360.00
14	260201	CLASS 2 AGGREGATE BASE	CY	350	43.00	15,050.00	9,800.00
15	390130	HOT MIX ASPHALT	TON	26,000	65.00	1,690,000.00	1,560,000.00
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	1,000.00	4,000.00	8,800.00
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	5,600.00	5,600.00	7,500.00
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	48.00	347,808.00	362,300.00
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	48.00	13,488.00	14,050.00
20	---	ITEM DELETED BY ADDENDUM	---	---	0.00	0.00	0.00
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	48.00	38,400.00	40,000.00
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	99.00	74,052.00	74,800.00
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	44.00	7,040.00	6,240.00
24	---	ITEM DELETED BY ADDENDUM	---	---	0.00	0.00	0.00
25	---	ITEM DELETED BY ADDENDUM	---	---	0.00	0.00	0.00
26	---	ITEM DELETED BY ADDENDUM	---	---	0.00	0.00	0.00
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	7,000.00	7,000.00	2,500.00
28	000003	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. D73, TYPE G1)	EA	4	1,900.00	7,600.00	14,000.00
29	000003	MEDIAN DRAIN INLET (CALTRANS STD. DWG. TYPE G1)	EA	6	2,800.00	16,800.00	28,800.00
30	---	ITEM DELETED BY ADDENDUM	---	---	0.00	0.00	0.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)
Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid		CONTRACT ITEM		UNITS	IMPERIAL PAVING CO. Santa Fe Springs, Ca 90670		EXCEL PAVING COMPANY Long Beach, Ca 90806		
ITEM NO.	ITEM CODE				QUANTITY	BID	AMOUNT	BID	AMOUNT
31			ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
32	152440		ADJUST MANHOLE TO GRADE [INCLUDING FRAME]	EA	36	1,000.00	36,000.00	585.00	21,060.00
33	840519		THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	2.10	4,200.00	2.75	5,500.00
34	840656		PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.21	13,041.00	0.13	8,073.00
35	850102		PAVEMENT MARKER (REFLECTIVE)	EA	1,200	2.30	2,760.00	2.25	2,700.00
36	566011		ROADSIDE SIGN-ONE POST	EA	61	155.00	9,455.00	50.00	3,050.00
37	000003		SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	50,000.00	50,000.00	75,000.00	75,000.00
38	150740		REMOVE SIGN [EXISTING]	EA	2	115.00	230.00	110.00	220.00
39	000003		JUNCTION STRUCTURE JS227	EA	2	1,900.00	3,800.00	2,750.00	5,500.00
40	011506		WEDGE PLANE ASPHALT CONCRETE	LF	21,300	1.00	21,300.00	1.10	23,430.00
41	993002		RELOCATE FIRE HYDRANT	EA	17	2,900.00	49,300.00	3,100.00	52,700.00
42	820107		DELINEATOR (CLASS 1) [TYPE Q]	EA	210	26.00	5,460.00	24.00	5,040.00
43	000003		INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	1,700.00	1,700.00	6,500.00	6,500.00
44	013903		PLACE ASPHALT CONCRETE DIKE (CRS 212) (6')	LF	1,850	5.00	9,250.00	1.60	2,960.00
			Subtotal Items 1-44				2,789,595.00		2,824,683.00

Alternate Bid		ITEM		UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT
45	000003		STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	LS	1	5,000.00	5,000.00	15,000.00	15,000.00
			Project Total Items 1-45				2,794,595.00		2,839,683.00

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	ELITE BOBCAT SERVICE, INC. Corona, CA 92879			RIVERSIDE CONSTRUCTION Riverside, CA 92501		
				QUANTITY	BID	AMOUNT	BID	AMOUNT	AMOUNT
1	999990	MOBILIZATION	LS	1	63,000.00	63,000.00	10,000.00	10,000.00	
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	15.00	18,000.00	19.00	22,800.00	
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	LF	3,000	9.00	27,000.00	15.00	45,000.00	
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	3,400.00	10,200.00	5,000.00	15,000.00	
5	066102	DUST ABATEMENT	LS	1	5,300.00	5,300.00	60,000.00	60,000.00	
6	074020	WATER POLLUTION CONTROL	LS	1	4,000.00	4,000.00	10,000.00	10,000.00	
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	67,000.00	67,000.00	45,000.00	45,000.00	
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	36,000.00	36,000.00	15,000.00	15,000.00	
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	50,000.00	50,000.00	10,000.00	10,000.00	
10	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00	5,000.00	5,000.00	
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	45.00	184,500.00	35.00	143,500.00	
12	017302	MINOR CONCRETE (GROSS-GUTTER) (CRS 209)	SQFT	675	6.00	4,050.00	12.00	8,100.00	
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	40.00	20,480.00	46.00	23,552.00	
14	260201	CLASS 2 AGGREGATE BASE	CY	350	37.00	12,950.00	80.00	28,000.00	
15	390130	HOT MIX ASPHALT	TON	26,000	62.00	1,612,000.00	59.00	1,534,000.00	
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	1,700.00	6,800.00	3,300.00	13,200.00	
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	22,000.00	22,000.00	8,500.00	8,500.00	
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	49.00	355,054.00	60.00	434,760.00	
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	49.00	13,769.00	60.00	16,860.00	
20		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	49.00	39,200.00	55.00	44,000.00	
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	90.00	67,320.00	80.00	59,840.00	
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	28.00	4,480.00	40.00	6,400.00	
24		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	
25		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	
26		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	1,300.00	1,300.00	18,000.00	18,000.00	
28	000003	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. D73, TYPE G1)	EA	4	2,600.00	10,400.00	3,350.00	13,400.00	
29	000003	MEDIAN DRAIN INLET (CALTRANS STD. DWG. TYPE G1)	EA	6	3,600.00	21,600.00	3,300.00	19,800.00	
30		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid		ELITE BOBCAT SERVICE, INC. Corona, CA 92879		RIVERSIDE CONSTRUCTION Riverside, CA 92501					
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	QUANTITY	BID	AMOUNT
31		ITEM DELETED BY ADDENDUM			0.00	0.00		0.00	0.00
32	152440	ADJUST MANHOLE TO GRADE [INCLUDING FRAME]	EA	36	600.00	21,600.00		1,100.00	39,600.00
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	2.50	5,000.00		2.30	4,600.00
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.20	12,420.00		0.25	15,525.00
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	3.25	3,900.00		2.60	3,120.00
36	566011	ROADSIDE SIGN-ONE POST	EA	61	200.00	12,200.00		200.00	12,200.00
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	51,000.00	51,000.00		65,000.00	65,000.00
38	150740	REMOVE SIGN [EXISTING]	EA	2	130.00	260.00		41.00	82.00
39	000003	JUNCTION STRUCTURE JS227	EA	2	2,600.00	5,200.00		5,000.00	10,000.00
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	1.20	25,560.00		1.10	23,430.00
41	993002	RELOCATE FIRE HYDRANT	EA	17	3,000.00	51,000.00		2,500.00	42,500.00
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	36.00	7,560.00		26.00	5,460.00
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	1,800.00	1,800.00		2,500.00	2,500.00
44	019903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,850	7.00	12,950.00		6.50	12,025.00
Subtotal						2,869,853.00			2,845,754.00
Items 1-44									

Alternate Bid

ITEM NO.	ITEM CODE	ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT
45	000003	STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	LS	1	28,000.00	28,000.00	55,000.00	55,000.00
Project Total						2,897,853.00		2,900,754.00
Items 1-45								

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	COOLEY CONSTRUCTION Hesperia, CA 92345			HARDY & HARPER, INC. Santa Ana, Ca 92705		
				QUANTITY	BID	AMOUNT	BID	AMOUNT	
1	999990	MOBILIZATION	LS	1	10,000.00	10,000.00	131,000.00	131,000.00	
2	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	1,200	14.80	17,760.00	33.33	39,996.00	
3	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	LF	3,000	13.09	39,270.00	27.27	81,810.00	
4	731516	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	3	3,400.00	10,200.00	5,000.00	15,000.00	
5	066102	DUST ABATEMENT	LS	1	10,600.00	10,600.00	13,000.00	13,000.00	
6	074020	WATER POLLUTION CONTROL	LS	1	28,000.00	28,000.00	13,698.00	13,698.00	
7	120100	TRAFFIC CONTROL SYSTEM	LS	1	73,741.00	73,741.00	98,000.00	98,000.00	
8	066105	RESIDENT ENGINEERS OFFICE	LS	1	8,200.00	8,200.00	13,000.00	13,000.00	
9	160101	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	LS	1	10,000.00	10,000.00	202,000.00	202,000.00	
10	170101	DEVELOP WATER SUPPLY	LS	1	5,000.00	5,000.00	13,000.00	13,000.00	
11	190101	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	CY	4,100	75.00	307,500.00	29.29	120,089.00	
12	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	675	10.30	6,952.50	14.00	9,450.00	
13	018031	GUARD RAILING (BARRICADE) (CRS 810)	LF	512	38.40	19,660.80	35.00	17,920.00	
14	260201	CLASS 2 AGGREGATE BASE	CY	350	48.00	16,800.00	100.00	35,000.00	
15	390130	HOT MIX ASPHALT	TON	26,000	64.00	1,664,000.00	59.59	1,549,340.00	
16	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE A)	EA	4	2,170.00	8,680.00	3,000.00	12,000.00	
17	510501	MINOR CONCRETE [CUT OFF WALL = 150']	EA	1	10,000.00	10,000.00	13,000.00	13,000.00	
18	721017	ROCK SLOPE PROTECTION (2-TON, METHOD B)	CY	7,246	53.00	384,038.00	62.00	449,252.00	
19	721022	ROCK SLOPE PROTECTION (1-TON, METHOD B)	CY	281	69.00	19,389.00	57.00	16,017.00	
20		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	
21	721007	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	CY	800	57.00	45,600.00	65.00	52,000.00	
22	650014	18" REINFORCED CONCRETE PIPE	LF	748	53.00	39,644.00	110.00	82,280.00	
23	800300	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	LF	160	43.00	6,880.00	65.00	10,400.00	
24		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	
25		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	
26		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	
27	510501	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	LS	1	6,000.00	6,000.00	8,000.00	8,000.00	
28	000003	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. D73, TYPE G1)	EA	4	2,500.00	10,000.00	2,000.00	8,000.00	
29	000003	MEDIAN DRAIN INLET (CALTRANS STD. DWG. TYPE G1)	EA	6	3,400.00	20,400.00	3,000.00	18,000.00	
30		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00	

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Newport Road and Berea Road

Advertised: December 8, 2009 (Agenda Item:3.27)

Bids Open: 2 pm Date: Wednesday, January 13, 2010

PROJECT NO. A2-0750

Base Bid		COOLEY CONSTRUCTION Hesperia, CA 92345		HARDY & HARPER, INC. Santa Ana, Ca 92705				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID	AMOUNT	BID	AMOUNT
31		ITEM DELETED BY ADDENDUM			0.00	0.00	0.00	0.00
32	152440	ADJUST MANHOLE TO GRADE (INCLUDING FRAME)	EA	36	950.00	34,200.00	1,000.00	36,000.00
33	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	2,000	2.17	4,340.00	2.50	5,000.00
34	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	62,100	0.24	14,904.00	0.25	15,525.00
35	850102	PAVEMENT MARKER (REFLECTIVE)	EA	1,200	2.50	3,000.00	3.00	3,600.00
36	566011	ROADSIDE SIGN-ONE POST	EA	61	1.63	99.43	200.00	12,200.00
37	000003	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IIS&S (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS AND OTHERS	LS	1	58,000.00	58,000.00	69,000.00	69,000.00
38	150740	REMOVE SIGN [EXISTING]	EA	2	119.00	238.00	100.00	200.00
39	000003	JUNCTION STRUCTURE JS227	EA	2	2,500.00	5,000.00	2,000.00	4,000.00
40	011506	WEDGE PLANE ASPHALT CONCRETE	LF	21,300	1.34	28,542.00	1.21	25,773.00
41	993002	RELOCATE FIRE HYDRANT	EA	17	1,500.00	25,500.00	3,000.00	51,000.00
42	820107	DELINEATOR (CLASS 1) [TYPE Q]	EA	210	27.00	5,670.00	50.00	10,500.00
43	000003	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	LS	1	1,900.00	1,900.00	16,000.00	16,000.00
44	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	1,850	5.30	9,805.00	7.00	12,950.00
		Subtotal Items 1-44				2,969,513.73		3,283,000.00

Alternate Bid		ITEM		AMOUNT	
ITEM NO.	ITEM CODE	UNITS	QUANTITY	BID	AMOUNT
45	000003	LS	1	44,000.00	44,000.00
					100,000.00
					100,000.00
					3,013,513.73
					3,383,000.00

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".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750**, 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. 2. (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.

**NEWPORT ROAD
FROM 1800 FEET WEST OF GOETZ ROAD TO MURRIETA ROAD**

**BEREA ROAD
FROM NORMANDY ROAD TO NEWPORT ROAD**

PROJECT NO. A2-0750

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1.	999990	1	LS	MOBILIZATION	10,000.00	10,000.00
2.	017304	1,200	LF	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	19.50	23,400.00
3.	017309	3,000	LF	MINOR CONCRETE (TYPE "D" CURB) (CRS 204) [6' AND 8']	17.75	53,250.00
4.	731516	3	EA	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	5,100.00	15,300.00
5.	066102	1	LS	DUST ABATEMENT	24,000.00	24,000.00
6.	074020	1	LS	WATER POLLUTION CONTROL	5,000.00	5,000.00
7.	120100	1	LS	TRAFFIC CONTROL SYSTEM	74,000.00	74,000.00
8.	066105	1	LS	RESIDENT ENGINEERS OFFICE	5,500.00	5,500.00
9.	160101	1	LS	CLEARING AND GRUBBING [INCLUDING CULVERTS AND MEDIAN]	10,000.00	10,000.00
10.	170101	1	LS	DEVELOP WATER SUPPLY	5,000.00	5,000.00
11.	190101	4,100	CY	EARTHWORK/ROADWAY EXCAVATION [INCLUDING GRADING]	19.00	77,900.00
12.	017302	675	SQFT	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	14.00	9,450.00
13.	018031	512	LF	GUARD RAILING (BARRICADE) (CRS 810)	36.00	18,432.00
14.	260201	350	CY	CLASS 2 AGGREGATE BASE	35.00	12,250.00
15.	390130	26,000	TON	HOT MIX ASPHALT	53.00	1,378,000.00
16.	017315	4	EA	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	2,500.00	10,000.00
17.	510501	1	EA	MINOR CONCRETE [CUT OFF WALL = 150']	24,000.00	24,000.00
18.	721017	7,246	CY	ROCK SLOPE PROTECTION (2-TON, METHOD B)	26.00	188,396.00
19.	721022	281	CY	ROCK SLOPE PROTECTION (1-TON, METHOD B)	26.00	7,306.00
20.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
21.	721007	800	CY	ROCK SLOPE PROTECTION (1/4-TON, METHOD B)	24.00	19,200.00
22.	650014	748	LF	18" REINFORCED CONCRETE PIPE	95.00	71,060.00
23.	800300	160	LF	CHAIN LINK FENCE [RCFC&WCD STD. DWG. NO. M-801]	39.00	6,240.00
24.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
25.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
26.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----

AGREEMENT

(CONTINUED)

BASE BID

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
27.	510501	1	LS	MINOR CONCRETE [4" THICK CONCRETE PAD, 6'X6' INCLUDING 10'X10' WIRE MESH, 2' ABOVE THE INLET PIPE SOFFIT, LINE J]	1,900.00	1,900.00
28.	000003	4	EA	MEDIAN DRAIN CONNECTION (RCFC&WCD STD. DWG. TYPE 2 & 3)	3,700.00	14,800.00
29.	000003	6	EA	MEDIAN DRAIN INLET (CALTRANS STD. DWG. D73, TYPE G1)	3,800.00	22,800.00
30.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
31.	-----	-----	-----	ITEM DELETED BY ADDENDUM	-----	-----
32.	152440	36	EA	ADJUST MANHOLE TO GRADE [INCLUDING FRAME]	300.00	10,800.00
33.	840519	2,000	SQFT	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	2.10	4,200.00
34.	840656	62,100	LF	PAINT TRAFFIC STRIPE (2 COAT)	0.14	8,694.00
35.	850102	1,200	EA	PAVEMENT MARKER (REFLECTIVE)	2.35	2,820.00
36.	566011	61	EA	ROADSIDE SIGN - ONE POST	155.00	9,455.00
37.	000003	1	LS	SIGNAL RELATED MODIFICATION INCLUDING VIDEO DETECTOR SYSTEM, 4 IISNS (CRS 1200), TECHNICAL SUPPORT FOR CONTROL CABINET/EVP SYSTEM, BBS SYSTEM, SIX DETECTOR LOOPS	52,000.00	52,000.00
38.	150740	2	EA	REMOVE SIGN [EXISTING]	113.00	226.00
39.	000003	2	EA	JUNCTION STRUCTURE JS227	3,650.00	7,300.00
40.	011506	21,300	LF	WEDGE PLANE ASPHALT CONCRETE	0.90	19,170.00
41.	993002	17	EA	RELOCATE FIRE HYDRANT	2,500.00	42,500.00
42.	820107	210	EA	DELINEATOR (CLASS 1) [TYPE Q]	25.00	5,250.00
43.	000003	1	LS	INTERNALLY ILLUMINATED STREET NAME SIGN (IISNS) PANELS AND STREET NAME SIGNS (SNS) PLATE	1,900.00	1,900.00
44.	013903	1,850	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	3.25	6,012.50

BASE BID TOTAL Two Million Two Hundred Fifty Seven Thousand, Five Hundred Eleven dollars and Fifty Cents **\$2,257,511.50**
 ITEMS 1-44 "WORDS"

ALTERNATE BID

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
45.	000003	1	LS	STATER BROTHER'S DRIVEWAY AND RELATED IMPROVEMENTS	17,300.00	17,300.00

ALTERNATE BID TOTAL Seventeen Thousand, Three Hundred dollars and Thirty Cents **\$17,300.00**
ITEMS 45 "WORDS"

PROJECT TOTAL , ITEMS 1-45

Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty Cents **\$2,274,811.50**
"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, Secretary

BY _____
"County"
(Seal)

"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: M. L. Victor 1/28/10
MARSHAL L. VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 01/15/10
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 ACKNOWLEDGMENT

State of California

County of ORANGE

On 01/15/10

Date

before me, JENNIFER DE IONGH, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared STEVE MENDOZA

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.

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Signature of Notary Public

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- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RESOLUTIONS OF THE BOARD OF DIRECTORS

OF

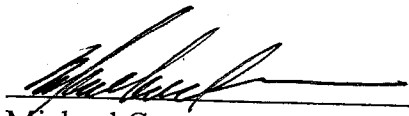
R. J. NOBLE COMPANY

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

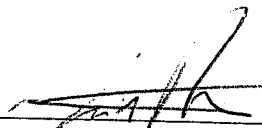
SIGNATURES OF ALL DIRECTORS:



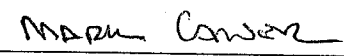
Michael Carver



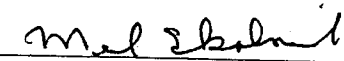
Tim Carver



James Ducote



Mark Carver



Mel Skolnick

PERFORMANCE BOND

Recitals:

1. R.J. Noble Company (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750.
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 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 \$ 2,274,811.50 (Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty 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.

double side

THIS BOND is executed as of _____.

By _____

By _____

By _____

Type Name _____

Its Attorney in Fact
"Surety"

Title _____

"Contractor"

(Corporate Seal)

(Corporate Seal)

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

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are R.J. Noble Company, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 2,274,811.50 (Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty 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 Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750.

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

DATED: _____

Original Contractor - Principal

By _____

Surety

By _____
Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

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

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

PERFORMANCE BOND

EXECUTED IN FIVE COUNTERPARTS

PREMIUM: \$11,692.00

BOND NUMBER 105359074

Recitals:

- 1. R.J. Noble Company (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750.
- 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:

- 1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ 2,274,811.50 (Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty 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 January 18, 2010

By x [Signature]
Michael J. Carver, President

By x [Signature]
Steve Mendoza, Secretary

Title R.J. Noble Company
"Contractor"

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

(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 01/19/2010

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: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 01/19/2010 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)

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.

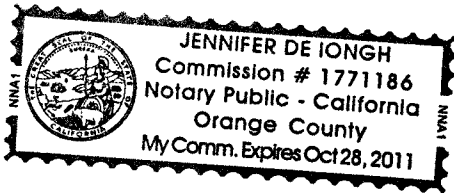
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



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- Individual
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- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

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: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 1-18-10 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

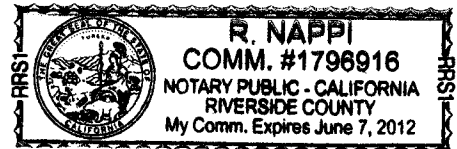
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 105359074
PREMIUM INCLUDED IN PERFORMANCE BOND
EXECUTED IN FIVE COUNTERPARTS

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 to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 2,274,811.50 (Two Million Two Hundred Seventy Four Thousand, Eight Hundred Eleven dollars and Fifty 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 Newport Road from 1800' West of Goetz Road to Murrieta Road and Berea Road from Normandy Road to Newport Road, Project No. A2-0750.

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: January 18, 2010

R.J. Noble Company
Original Contractor - Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

By [Signature]

By [Signature]
MICHAEL D. STONG Its Attorney In Fact

Title Michael J. Carver, President

(If corporation, affix seal)

(Corporate Seal)

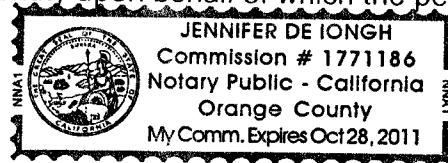
(Corporate Seal)

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

On January 19, 2010 before me, Jennifer De Iongh, Public Notary personally appeared, Michael J. Carver, 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]
Signature of Notary Public
Jennifer De Iongh



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 CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On 1-18-10 before me, R. NAPPI "NOTARY PUBLIC"
(Here insert name and title of the officer)

personally appeared MICHAEL D. STONG

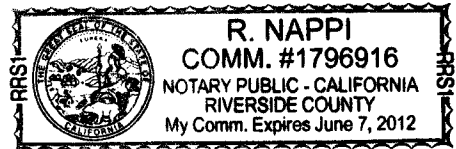
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 221100

Certificate No. 003042498

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 2nd day of June, 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 2nd day of June, 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 18th day of January, 20 10.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson
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.

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



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

This Certificate of Insurance 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

(Auto), and WC99037600 (WC). Additional insured for Excess applies as it is following form, see attached policy.

*10 day notice of cancellation in the event of non-payment of premium.

R.J. Noble
Policy #CO9322B893TIL09

CG D2 48 08 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS OPERATIONS)

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

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.
 - c) 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".
3. 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 is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, 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".

4. As a condition of coverage provided to the additional insured by this endorsement:
- 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. 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, 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) 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 the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
5. 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.

CG D2 48 08 05


1-20-2010

CG D3 16 07 04

R. J. NOBLE
POLICY# CO9322B893TIL09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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. Increased Supplementary Payments
 - Cost of bail bonds increased to \$2,500
 - Loss of earnings increased to \$500 per day
- K. Knowledge and Notice of Occurrence or Offense
- L. Unintentional Omission
- M. Personal Injury – Assumed by Contract
- N. 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 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".

E. INCIDENTAL MEDICAL MALPRACTICE

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

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

b. Excess Insurance

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

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

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

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) 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;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

J. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

K. 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 K. 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.

L. 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.

M. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following is added to Exclusion e. (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:

- (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. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
- Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

N. 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".

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1-20-2010

R. J. Noble Company
Policy # CAP9322B42609

CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents, and representatives, The City of Menifee and The City of Canyon Lake and their officers, directors, agents, and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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1-20-2010

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to

Primary wording

Handwritten signature and date: 1-20-2007

Policy #CAP9322B42609
R.J. Noble Company

CA T3 53 06 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

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.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

B. BLANKET ADDITIONAL INSURED I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

C. EMPLOYEE HIRED AUTO J. PERSONAL EFFECTS

D. EMPLOYEES AS INSURED K. AIRBAGS

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

M. BLANKET WAIVER OF SUBROGATION

G. WAIVER OF DEDUCTIBLE – GLASS N. UNINTENTIONAL ERRORS OR OMISSIONS PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS

AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(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.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance

requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

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.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up 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 this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

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:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

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 signed and 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.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

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.

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1-20-2010

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R. J. Noble Company
Policy #VTEUB9323B11009

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

Handwritten Signature
1-28-2010

WC 99 03 76 00

COMMERCIAL EXCESS LIABILITY DECLARATIONS

EVEREST NATIONAL INSURANCE COMPANY

477 Martinsville Road
P.O. Box 830 Liberty Corner, NJ 07938-0830
1-800-438-4375

POLICY NUMBER: 71C2000309-091

RENEWAL OF: New



PRODUCER NAME: **PATRIOT**
RISK & INSURANCE SERVICES
ADDRESS: 8150 Irvine Center Drive, Suite 400
Irvine, CA 92618

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM 1. NAMED INSURED: R. J. Noble Company, Inc.
ADDRESS: 15505 Lincoln Avenue
P. O. Box 620
Anaheim, CA 92856-9020

ITEM 2: POLICY PERIOD: FROM July 1, 2009 TO July 1, 2010
12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE.

ITEM 3. COVERAGE: Commercial Excess Liability

ITEM 4. LIMITS OF INSURANCE:
The Limits of Insurance, subject to all the terms of this Policy, are:
\$10,000,000 Each Occurrence
\$10,000,000 Annual Aggregate(s), Where Applicable (as defined in the "First Underlying Insurance" Policy(ies)) Excess of Underlying Insurance.

ITEM 5. "UNDERLYING INSURANCE"

<u>A. First Underlying Insurance Policy(ies)</u>	<u>Policy No.</u>	<u>Policy Period</u>
<u>Insurer</u>		
"As Per Attached Schedule of Underlying Insurance"		
<u>B. Other Underlying Insurance Policy(ies)</u>	<u>Policy No.</u>	<u>Policy Period</u>
<u>Insurer</u>		

ITEM 6. POLICY PREMIUM:

Advanced Premium
\$245,000

Minimum Premium
\$245,000

Minimum Earned Premium
\$61,250

Estimated Exposure
\$70,000,000

Rate Per
\$3.5000 Per \$1,000
Gross Sales

Audit Period
Annual

ITEM 7. NOTICES

In the event of an occurrence,
claim or "suit", send all pertinent
facts to:

Everest National Insurance Company
477 Martinsville Road
P.O. Box 830 Liberty Corner, NJ 07938-0830
1-800-438-4375

**ITEM 8. FORMS AND ENDORSEMENTS APPLICABLE TO THIS
POLICY ON THE ORIGINAL DATE OF ISSUE:**

Title

Commercial Excess Liability Declarations
Commercial Excess Liability Coverage Form
Common Policy Conditions
Addendum to the Declarations
Exclusion of Certified Acts of Terrorism
California Changes - Cancellation and Nonrenewal
Auto Exclusion of Terrorism Coverage
Total Pollution Exclusion
Limitation - Amendment of Maintenance of Underlying
Insurance Condition
Exclusion - E.R.I.S.A.
Exclusion - Silica
Amendment of Premium Audit Condition - Gross Sales
Excluding Sales to Subsidiaries & Affiliates
Exclusion - Exterior Insulation and Finish Systems
Pollution Changes
Company Signature Page

Form No.

ECVS EX DEC 001 02 07
EUM 00 552 02 07
IL 00 17 11 98
EUM 27 502 02 07
CU 21 33 01 08
CU 02 23 11 04
EUM 21 787 08 06
EUM 21 638 02 07

EUM 24 536 05 06
EUM 21 764 06 06
EUM 21 773 02 07

EUM 24 533 05 06
EUM 21 632 02 07
EIL 01 510 07 08
EIL 00 515 03 07

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE
FORM(S) AND ANY ENDORSEMENT(S) COMPLETE THE ABOVE NUMBERED POLICY.**

The foregoing discloses all hazards insured hereunder known to exist at the inception date of this Policy, unless
otherwise stated herein by endorsement on this Policy.

COUNTERSIGNED

July 10, 2009
DATE

BY



AUTHORIZED REPRESENTATIVE

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - DEFINITIONS or the Definitions of the "first underlying insurance".

SECTION I - COVERAGES

A. Insuring Agreement

1. Excess Liability

We will pay on behalf of the insured the amount of the "ultimate net loss" in excess of the "underlying limits of insurance" to which this insurance applies. The coverage provided by this policy will:

- a. Follow the terms, definitions, conditions and exclusions that are contained in the "first underlying insurance", unless otherwise directed by this policy, including any attached endorsements; and
- b. Not be broader than that provided by the "first underlying insurance".

2. Defense

We will have the right, but not the duty to defend or associate in the defense of the insured against any suit seeking damages to which this insurance may apply. If we exercise such right, any expense related to such right will be "defense expenses" under this policy. After the limits of this policy are used up in the payment of:

- a. Judgments;
- b. Settlements; or
- c. "Defense expenses", if "defense expenses" are included within and erode the limits of insurance of the "first underlying insurance",

we will not provide any defense under this policy.

B. Exclusions

This insurance does not apply to:

1. Asbestos

- a. Any liability arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos.
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of asbestos by any insured or by any other person or entity.

2. Nuclear

a. Any liability:

- (1) With respect to which the insured is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, (b) the insured is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

b. Any liability resulting from the hazardous properties of "nuclear material", if:

- (1) The "nuclear material" (1) is at any "nuclear facility" owned by the insured or operated by the insured or on the insured's behalf, or (2) has been discharged or dispensed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by the insured or on the insured's behalf; or
- (3) The liability arises out of the furnishing by the insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such "nuclear facility" and any property thereat.

For the purposes of this exclusion, liability for property damage includes all forms of radioactive contamination of property.

3. First Party Auto

Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

4. Pollution

- a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the "first underlying insurance".

SECTION II - WHO IS AN INSURED

The following persons and organizations are insured under this insurance:

1. Any person or organization qualifying as such under the "first underlying insurance".
2. Any additional insured qualifying as such under the "first underlying insurance", but only:
 - a. To the extent of the insurance provided the additional insured under the "first underlying insurance", and not otherwise excluded by this policy; and
 - b. Where coverage is required to be provided to an additional insured under a contract or agreement. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
 - i. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
 - ii. The Limits of Insurance shown in the Declarations of this policy.
3. Newly acquired or formed organizations, if:
 - a. The organization is acquired by you during the policy period through consolidation, purchase of assets, merger, or assumption of control and active management;
 - b. The "first underlying insurance" and all other "underlying insurance" have added the organization as an insured;
 - c. You provide notice to us; and
 - d. We endorse the organization as an insured onto this policy.

Any newly acquired or formed organizations endorsed onto this policy may be subject to an additional premium and to a premium audit.

SECTION III - LIMITS OF INSURANCE

- A. The Limits of Insurance shown under this policy's Declarations and the rules below fix the most we will pay regardless of the number of:
 1. Insureds;
 2. Claims made, "suits" brought, or number of vehicles involved; or
 3. Persons or organizations making claims or bringing "suits".
- B. The Limits of Insurance of this policy will apply as follows:
 1. This policy only applies in excess of the "underlying limits of insurance".
 2. The Aggregate Limit is the most we will pay for the "ultimate net loss" that is subject to an aggregate limit provided by the "first underlying insurance". The Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance".
 3. Subject to Paragraph B. 2. above, the Each Occurrence limit is the most we will pay for the sum of all "ultimate net loss" arising out of any one "occurrence" to which this policy applies.
- C. If "defense expenses" are included within and erode the limits of insurance of the "first underlying insurance" then "defense expenses" are included within and erode the Limits of Insurance of this policy on the same basis as the "first underlying insurance". If "defense expenses" do not reduce the limits of insurance of the "first underlying insurance" then they do not reduce the Limits of Insurance of this policy.
- D. If, after this policy is issued, we extend the policy period, we will consider the additional period as part of the original policy period to determine how to apply the Aggregate Limit, as described in Paragraph B. 2. above.

Company Profile

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli
HARTFORD, CT 06183
800-252-4633

Former Names for Company

Old Name: TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE)

Effective Date: 01-12-2005

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 #:	25674
NAIC Group #:	<u>3548</u>
California Company ID #:	2495-0
Date authorized in California:	April 16, 1982
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
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Profile

EVEREST NATIONAL INSURANCE COMPANY

477 MARTINSVILLE ROAD
LIBERTY CORNER, NJ 07938-0830
800-438-4375

Former Names for Company

Old Name:	PRUDENTIAL NATIONAL INSURANCE COMPANY	Effective Date:	06-17-1996
Old Name:	DRYDEN GUARANTY INSURANCE COMPANY	Effective Date:	10-20-1993

Agent for Service of Process

NANCY CARAVACA, 1111 BROADWAY SUITE 2050 OAKLAND, CA 94607
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	10120
NAIC Group #:	<u>1120</u>
California Company ID #:	3138-5
Date authorized in California:	March 02, 1988
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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

