

FORM APPROVED COUNTY COUNSEL
 BY: *MS* *6/16/10* DATE
 MARSHA L. VICTOR

Departmental Concurrence

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

331A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 June 17, 2010

SUBJECT: Construction of traffic signal at the intersection of Citrus Street and Cleveland Avenue, Eastvale area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Roadway Engineering & Contracting, Inc. of Riverside, CA in the amount of \$284,617,
2. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents,
3. Amend the project's budget as proposed on Attachment "A".

[Signature]
 Juan C. Perez
 Director of Transportation

JCP:jrj:rr
 (Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 284,617	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: West County DIF Signal Mitigation Fund (80%), Signal Supervisor District 2 (20%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
 BY: *[Signature]*
 Tina Grande

County Executive Office Signature

Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 01/05/10, Item 9.8 | District: 2 | Agenda Number:
 03/16/10, Item 3.57

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.64

The Honorable Board of Supervisors

RE: Construction of traffic signal at the intersection of Citrus Street and Cleveland Avenue,
Eastvale area.

June 17, 2010

Page 2 of 2

BACKGROUND: By Minute Order dated March 16, 2010 (agenda item 3.57) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal, lighting, and associated improvements at the intersection of Citrus Street and Cleveland Avenue in the Eastvale area.

Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, April 07, 2010. Six bids were received. The lowest responsive bid was submitted by Roadway Engineering & Contracting, Inc. in the amount of \$284,617.

The bid is \$35,050 (11%) less than the Engineer's Estimate. The project costs are within the project's proposed budget as shown on Attachment "A". As well, the budget is being revised to reflect the increase in West County DIF Signal Mitigation fund.

The Transportation Improvement Program provides for the construction of the subject improvements. The proposed traffic signal meets traffic signal warrants and will improve safety by providing protected traffic movements and pedestrian crossings adjacent to the Eleanor Roosevelt High School. This project will also provide striping and signing improvements at the intersection.

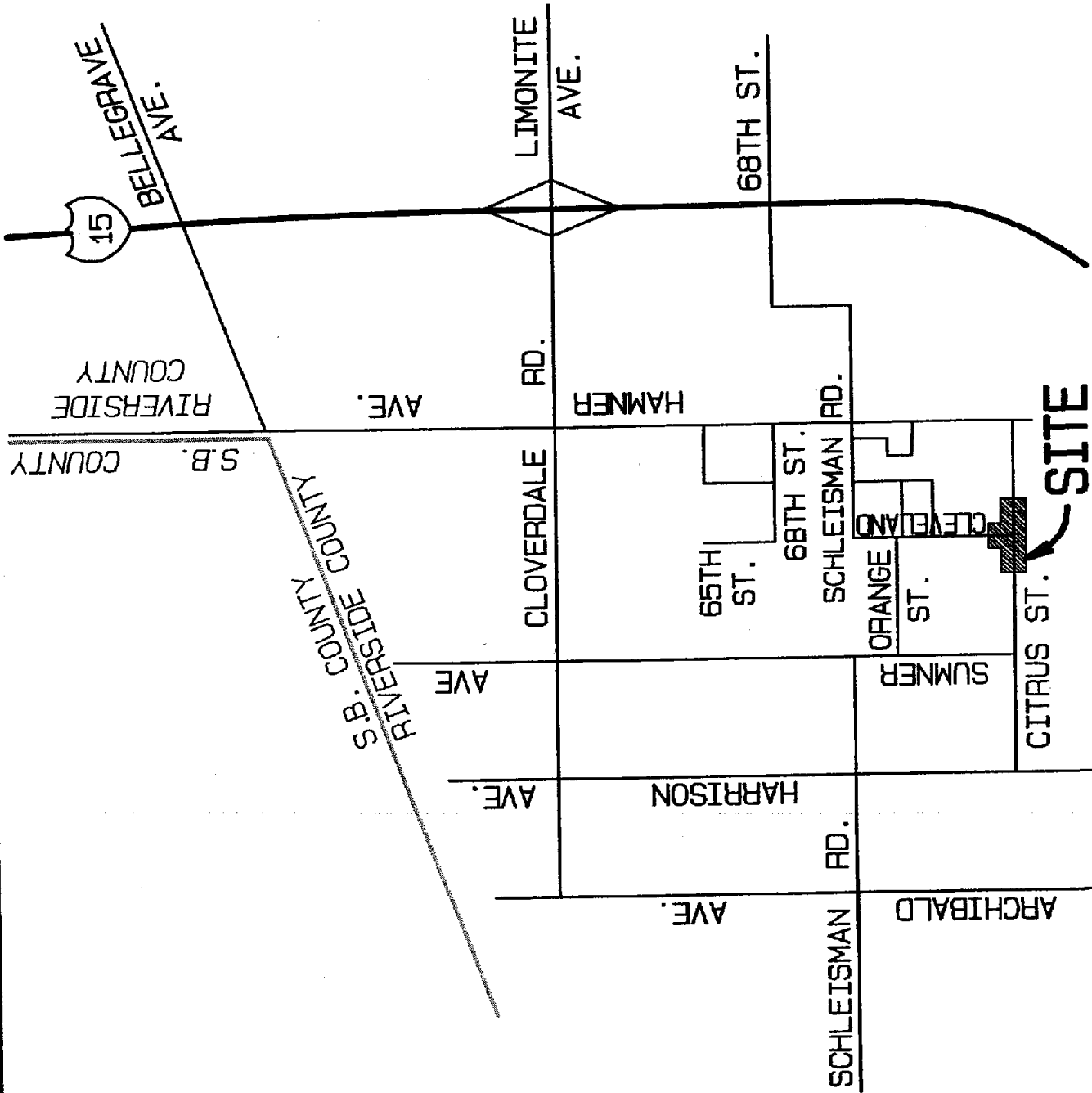
The construction of this signal project will be funded by the Development Impact Fee (DIF) program, which is governed under Ordinance 659.6 and allows for the use of DIF funds for traffic signal facilities.

Annual traffic signal operation and maintenance costs are estimated at \$5,500 to be funded from gas tax.

The submitted contract documents and specifications have been approved as to form by County Counsel.

Environmental clearance is complete.

Project Number: B6-0583



VICINITY MAP

NTS

Attachment "A"

Riverside County Transportation Department

Project: Citrus Avenue and Cleveland Street (TRAFFIC SIGNAL AND LIGHTING PROJECT)

Project No.(s): B6-0583

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	4,360	640	5,000	3,000	5,000
Environmental	557	443	1,000	2,000	1,000
Design	86,948	1,052	88,000	73,000	88,000
Right-of-way	50,094	906	51,000	38,000	51,000
Utilities	29,949	51	30,000	14,000	30,000
Construction		284,617	284,617	225,000	336,000
Construction Contingency 10%		28,462	28,462		
Signal Pole Equipment		23,185	23,185		
Construction Engineering & Inspection 15.0%	5,194	37,499	42,693	50,000	43,000
Construction Survey 5.0%		14,231	14,231	12,000	14,000
Totals:	177,102	391,085	568,187	417,000	568,000

Project Funding

Code	Name	Existing Budget	Proposed Budget
369	West County DIF Signal Mitigation Fund	300,000	451,000
365	Signal Supervisor District 2	117,000	117,000
Totals		417,000	568,000

Comments

Form 11 Attachment

Contract/Lease/Purchase Summary Data

Contract (for Services)

- Approval/Renewal
- Sole Source
- Personal Services
- Independent Contractor
- Other than Low Bid
- Change Order
- Public Works

Lease

- Approval/Renewal
- Multi-Year Lease
- Equipment
- Real Property
- Change Order

Purchase (for Materials)

- Sole Source
- Other than Low Bid
- Change Order

Selection Committee Member Names (RFPs Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Roadway Engineering & Contracting, Inc.
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Minority Status:

- M W DV None

Vendor/Lessor Location:	Riverside, CA
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Local Preference Applied: Yes No N/A

Local Preference Award Cost \$ (5% maximum preference)

Local Preference FYTD: Cost \$ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

- Date Mailed:
- Response Date:
- # of Responses:
- # of Qualified Responses:

Bidding Process:

- Bid Range: \$ 284,617.50 to \$ 353,155.00
- Local Bid Range: N/A
- Responsive and Responsible Bid Range: \$ 284,617.50 to \$ 353,155.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(Continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Citrus Street
and Cleveland Avenue, Eastvale Area**

Advised: March 16, 2010 (Agenda Item: 3.57)
Bids Open: 2 pm Date: Wednesday, April 7, 2010

PROJECT NO. B6-0583

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	COUNTY'S ESTIMATE			Roadway Engineering Riverside CA 92509	
				QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	5,000.00	5,000.00	2,500.00	2,500.00
2	160101	CLEARING AND GRUBBING	LS	1	8,000.00	8,000.00	20,000.00	20,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	2,000.00	2,000.00	980.00	980.00
4	190101	ROADWAY EXCAVATION	CY	920	25.00	23,000.00	19.70	18,124.00
5	390130	HOT MIX ASPHALT	TON	460	75.00	34,500.00	77.50	35,650.00
6	260201	CLASS 2 AGGREGATE BASE	CY	780	35.00	27,300.00	38.00	29,640.00
7	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12')	SQYD	225	10.00	2,250.00	9.40	2,115.00
8	019904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	734	2.00	1,468.00	6.50	4,771.00
9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) (SIDEWALK PAVING)	SQFT	100	5.00	500.00	6.60	660.00
10	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	180	10.00	1,900.00	17.30	3,287.00
11	510501	MINOR CONCRETE [DRAINAGE INLET PER CALTRANS STD NO. D72-TYPE OS]	EA	1	2,500.00	2,500.00	4,300.00	4,300.00
12	000003	MODIFIED MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	1,500.00	1,500.00	950.00	950.00
13	650411	18" REINFORCED CONCRETE PIPE (CLASS IV)	LF	24	100.00	2,400.00	177.00	4,248.00
14	017105	JUNCTION STRUCTURE NO. 2 PER RCFC & WCD STD. NO. JS 227	EA	1	4,000.00	4,000.00	1,400.00	1,400.00
15	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	SQFT	100	10.00	1,000.00	31.00	3,100.00
16	066102	DUST ABATEMENT	LS	1	1,000.00	1,000.00	640.00	640.00
17	074020	WATER POLLUTION CONTROL	LS	1	2,000.00	2,000.00	1,840.00	1,840.00
18	220101	FINISHING ROADWAY	LS	1	1,000.00	1,000.00	8,600.00	8,600.00
19	566011	ROADSIDE SIGN - ONE POST	EA	4	250.00	1,000.00	220.00	880.00
20	151281	SALVAGE ROADSIDE SIGN	EA	15	100.00	1,500.00	16.50	247.50
21	066148	RELOCATE SIGNS	EA	3	150.00	450.00	165.00	495.00
22	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	510	5.00	2,550.00	3.30	1,683.00
23	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.50	2,650.00	0.30	1,590.00
24	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,200	5.00	16,000.00	1.00	3,200.00
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240	5.00	1,200.00	3.30	792.00
26	860201	SIGNAL AND LIGHTING	LS	1	173,000.00	173,000.00	133,125.00	133,125.00
						319,668.00		284,617.50

Project Total
Items 1-26

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Citrus Street
and Cleveland Avenue, Eastvale Area**

Advertised: March 16, 2010 (Agenda Item: 3.57)
Bids Open: 2 pm Date: Wednesday, April 7, 2010

PROJECT NO. B6-0583

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	PTM General Engineering Services Riverside, CA 92504		Lincoln Pacific Baldwin Park, CA 91706	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	4,159.80	4,159.80	7,000.00	7,000.00
2	160101	CLEARING AND GRUBBING	LS	1	2,200.00	2,200.00	8,000.00	8,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	550.00	550.00	1,100.00	1,100.00
4	190101	ROADWAY EXCAVATION	CY	920	42.53	39,127.60	34.00	31,280.00
5	390130	HOT MIX ASPHALT	TON	460	82.50	37,950.00	76.00	34,960.00
6	260201	CLASS 2 AGGREGATE BASE	CY	780	33.00	25,740.00	36.00	28,080.00
7	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12)	SQYD	225	6.34	1,426.50	15.00	3,375.00
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	734	7.35	5,394.90	7.00	5,138.00
9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK PAVING]	SQFT	100	6.60	660.00	6.00	600.00
10	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	190	18.53	3,520.70	19.00	3,610.00
11	510501	MINOR CONCRETE [DRAINAGE INLET PER CALTRANS STD NO. D72-TYPE OS]	EA	1	3,300.00	3,300.00	3,000.00	3,000.00
12	000003	MODIFIED MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	1,320.00	1,320.00	2,100.00	2,100.00
13	650411	18" REINFORCED CONCRETE PIPE (CLASS IV)	LF	24	100.00	2,400.00	106.00	2,544.00
14	017105	JUNCTION STRUCTURE NO. 2 PER RCFC & WCD STD. NO. JS 227	EA	1	3,850.00	3,850.00	2,300.00	2,300.00
15	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	SQFT	100	16.50	1,650.00	23.00	2,300.00
16	066102	DUST ABATEMENT	LS	1	550.00	550.00	1,500.00	1,500.00
17	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00	2,000.00	2,000.00
18	220101	FINISHING ROADWAY	LS	1	1,320.00	1,320.00	1,100.00	1,100.00
19	566011	ROADSIDE SIGN - ONE POST	EA	4	360.00	1,440.00	210.00	840.00
20	151281	SALVAGE ROADSIDE SIGN	EA	15	65.00	975.00	16.00	240.00
21	066148	RELOCATE SIGNS	EA	3	230.00	690.00	150.00	480.00
22	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	510	3.15	1,606.50	4.00	2,040.00
23	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.40	2,120.00	0.28	1,484.00
24	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,200	0.80	2,560.00	1.00	3,200.00
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240	2.40	576.00	3.10	744.00
26	860201	SIGNAL AND LIGHTING	LS	1	141,000.00	141,000.00	138,985.00	138,985.00
Project Total Items 1-26						287,087.00		288,000.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Citrus Street
and Cleveland Avenue, Eastvale Area**

Advertised: March 16, 2010 (Agenda Item: 3.57)
Bids Open: 2 pm Date: Wednesday, April 7, 2010

PROJECT NO. B6-0583

ITEM NO./ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Competitive Edge Electric, Inc. Highland, CA 92346		California Professional Engineering South El Monte, CA 91733	
				BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	TRAFFIC CONTROL SYSTEM	LS	1	6,000.00	6,000.00	5,435.00	5,435.00
2	CLEARING AND GRUBBING	LS	1	6,500.00	6,500.00	10,000.00	10,000.00
3	DEVELOP WATER SUPPLY	LS	1	1,000.00	1,000.00	1,200.00	1,200.00
4	ROADWAY EXCAVATION	CY	920	33.00	30,360.00	32.00	29,440.00
5	HOT MIX ASPHALT	TON	460	75.00	34,500.00	78.50	36,110.00
6	CLASS 2 AGGREGATE BASE	CY	780	35.00	27,300.00	33.00	25,740.00
7	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12')	SQYD	225	14.00	3,150.00	14.00	3,150.00
8	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	734	6.00	4,404.00	6.00	4,404.00
9	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK PAVING]	SQFT	100	5.00	500.00	9.00	900.00
10	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	190	18.00	3,420.00	19.00	3,610.00
11	MINOR CONCRETE [DRAINAGE INLET PER CALTRANS STD NO. D72-TYPE OS]	EA	1	2,900.00	2,900.00	6,500.00	6,500.00
12	MODIFIED MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	2,000.00	2,000.00	2,500.00	2,500.00
13	18" REINFORCED CONCRETE PIPE (CLASS IV)	LF	24	105.00	2,520.00	200.00	4,800.00
14	JUNCTION STRUCTURE NO. 2 PER RCFC & WCD STD. NO. JS 227	EA	1	2,200.00	2,200.00	3,400.00	3,400.00
15	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	SQFT	100	22.00	2,200.00	35.00	3,500.00
16	DUST ABATEMENT	LS	1	1,500.00	1,500.00	1,200.00	1,200.00
17	WATER POLLUTION CONTROL	LS	1	500.00	500.00	1,000.00	1,000.00
18	FINISHING ROADWAY	LS	1	1,000.00	1,000.00	1,000.00	1,000.00
19	ROADSIDE SIGN - ONE POST	EA	4	250.00	1,000.00	190.00	760.00
20	SALVAGE ROADSIDE SIGN	EA	15	15.00	225.00	38.00	570.00
21	RELOCATE SIGNS	EA	3	200.00	600.00	90.00	270.00
22	THERMOPLASTIC PAVEMENT MARKING	SQFT	510	3.00	1,530.00	3.10	1,581.00
23	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.30	1,590.00	0.32	1,696.00
24	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,200	1.00	3,200.00	0.88	2,816.00
25	PAVEMENT MARKER (REFLECTIVE)	EA	240	3.00	720.00	3.15	756.00
26	SIGNAL AND LIGHTING	LS	1	162,931.00	162,931.00	167,940.00	167,940.00
Project Total Items 1-26					303,750.00		320,278.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Traffic Signal & Lighting at the Intersection of Citrus Street
and Cleveland Avenue, Eastvale Area**

Advertised: March 16, 2010 (Agenda Item: 3.57)
Bids Open: 2 pm Date: Wednesday, April 7, 2010

PROJECT NO. B6-0583

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	20,000.00	20,000.00		
2	160101	CLEARING AND GRUBBING	LS	1	8,000.00	8,000.00		
3	170101	DEVELOP WATER SUPPLY	LS	1	3,000.00	3,000.00		
4	190101	ROADWAY EXCAVATION	CY	920	60.00	55,200.00		
5	390130	HOT MIX ASPHALT	TON	460	100.00	46,000.00		
6	260201	CLASS 2 AGGREGATE BASE	CY	780	50.00	39,000.00		
7	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12')	SQYD	225	15.00	3,375.00		
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	734	5.00	3,670.00		
9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK PAVING]	SQFT	100	10.00	1,000.00		
10	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	190	30.00	5,700.00		
11	510501	MINOR CONCRETE [DRAINAGE INLET PER CALTRANS STD NO. D72-TYPE OS]	EA	1	6,000.00	6,000.00		
12	000003	MODIFIED MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	2,500.00	2,500.00		
13	650411	18" REINFORCED CONCRETE PIPE (CLASS IV)	LF	24	180.00	4,320.00		
14	017105	JUNCTION STRUCTURE NO. 2 PER RCFC & WCD STD. NO. JS 227	EA	1	3,500.00	3,500.00		
15	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	SQFT	100	35.00	3,500.00		
16	066102	DUST ABATEMENT	LS	1	3,000.00	3,000.00		
17	074020	WATER POLLUTION CONTROL	LS	1	1,000.00	1,000.00		
18	220101	FINISHING ROADWAY	LS	1	6,000.00	6,000.00		
19	566011	ROADSIDE SIGN - ONE POST	EA	4	200.00	800.00		
20	151281	SALVAGE ROADSIDE SIGN	EA	15	20.00	300.00		
21	066148	RELOCATE SIGNS	EA	3	160.00	480.00		
22	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	510	3.00	1,530.00		
23	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.40	2,120.00		
24	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,200	1.00	3,200.00		
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240	4.00	960.00		
26	860201	SIGNAL AND LIGHTING	LS	1	129,000.00	129,000.00		
						353,155.00		

Autobahn Construction Inc.
Santa Ana, CA 92711-1238

Project Total
Items 1-26

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 **ROADWAY ENGINEERING & CONTRACTING, INC.** hereafter called "Contractor".

WITNESSETH

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Construction of Traffic Signal and Lighting project at the Intersection of Citrus Street and Cleveland Avenue, Project No. B6-0583**, 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 (**None**). (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.

**CONSTRUCTION OF TRAFFIC SIGNAL AND LIGHTING PROJECT
AT THE INTERSECTION OF
CITRUS STREET AND CLEVELAND AVENUE**

PROJECT NO. B6-0583

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	2,500.00	2,500.00
2	160101	CLEARING AND GRUBBING	LS	1	20,000.00	20,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	980.00	980.00
4	190101	ROADWAY EXCAVATION	CY	920	19.70	18,124.00
5	390130	HOT MIX ASPHALT	TON	460	77.50	35,650.00
6	260201	CLASS 2 AGGREGATE BASE	CY	780	38.00	29,640.00
7	011507	COLD PLANE ASPHALT CONCRETE PAVEMENT (.12')	SQYD	225	9.40	2,115.00
8	013904	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	LF	734	6.50	4,771.00
9	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA) [SIDEWALK PAVING]	SQFT	100	6.60	660.00
10	017309	MINOR CONCRETE (TYPE "D" CURB) (CRS 204)	LF	190	17.30	3,287.00
11	510501	MINOR CONCRETE [DRAINAGE INLET PER CALTRANS STD NO. D72-TYPE OS]	EA	1	4,300.00	4,300.00
12	000003	MODIFIED MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	1	950.00	950.00
13	650411	18" REINFORCED CONCRETE PIPE (CLASS IV)	LF	24	177.00	4,248.00
14	017105	JUNCTION STRUCTURE NO. 2 PER RCFC & WCD STD. NO. JS 227	EA	1	1,400.00	1,400.00
15	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	SQFT	100	31.00	3,100.00
16	066102	DUST ABATEMENT	LS	1	640.00	640.00
17	074020	WATER POLLUTION CONTROL	LS	1	1,640.00	1,640.00
18	220101	FINISHING ROADWAY	LS	1	8,600.00	8,600.00

**AGREEMENT
(CONTINUED)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
19	566011	ROADSIDE SIGN - ONE POST	EA	4	220.00	880.00
20	151281	SALVAGE ROADSIDE SIGN	EA	15	16.50	247.50
21	066148	RELOCATE SIGNS	EA	3	165.00	495.00
22	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	510	3.30	1,683.00
23	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	5,300	0.30	1,590.00
24	150717	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	SQFT	3,200	1.00	3,200.00
25	850102	PAVEMENT MARKER (REFLECTIVE)	EA	240	3.30	792.00
26	860201	SIGNAL AND LIGHTING	LS	1	133,125.00	133,125.00


PROJECT TOTAL: Two Hundred Eighty Four Thousand, Six Hundred Seventeen Dollars & Fifty Cents **\$284,617.50**
 ITEMS 1-26 WORDS

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

COUNTY OF RIVERSIDE

ROADWAY ENGINEERING & CONTRACTING, INC.

BY _____
Chairman, Board of Supervisors

BY  _____

TITLE: Eric Alvarez - President
(If Corporation, Affix Seal)

Dated _____

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:

BY _____
Deputy

TITLE: _____

Licensed in accordance with an act providing for the registration of Contractors,

License No. 874044

Federal Employer Identification Number:

13-4318992

BY _____
"County"
(Seal)

"Corporation"
(Seal)

Roadway Engineering & Contracting Inc.

Minutes of Regular Board of Directors Meeting

A meeting of the Board of Directors of Roadway Engineering & Contracting Inc. was held on January 12, 2006, at the following address:

3557 Gingerwood Road
Ontario, California 91761

The Secretary of Roadway Engineering & Contracting Inc. called the roll and the following Directors were present:

Eric Alvarez

...all being Directors of Roadway Engineering & Contracting Inc..

The Secretary then noted that a Notice of the time and place of the meeting had been sent to each of the Directors in accordance with the provisions set forth in the by-laws of Roadway Engineering & Contracting Inc..

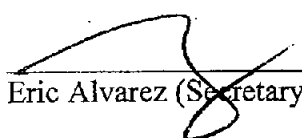
Eric Alvarez, the Chairman, then outlined the purpose of the meeting was to discuss several items that had come to the attention of management, which the Chairman felt required Board consideration.

The Chairman then stated that the next order of business was the authorization of a person to execute contracts on behalf of the Corporation. After consideration, and upon motion duly made and seconded, it was unanimously:

RESOLVED, that the President of the Corporation, Eric Alvarez, is hereby authorized to execute contracts on behalf of the corporation.

There being no further business, the meeting of the board of Directors for Roadway Engineering & Contracting Inc. was then adjourned.

Dated: January 12, 2006


Eric Alvarez (Secretary)

PERFORMANCE BOND

Recitals:

1. **ROADWAY ENGINEERING & CONTRACTING, INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Construction of Traffic Signal and Lighting project at the intersection of Citrus Street and Cleveland Avenue, Project No. B6-0583.**

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

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **284,617.50 (Two hundred eighty four thousand, six hundred seventeen 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 _____.

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. All signatures must be acknowledged. (Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **ROADWAY ENGINEERING & CONTRACTING, INC.**, 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 **\$284,617.50 (Two hundred eighty four thousand, six hundred seventeen 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 **Construction of Traffic Signal and Lighting project at the intersection of Citrus Street and Cleveland Avenue, Project No. B6-0583.**

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

Executed in Duplicate

Premium is for contract term and is subject to
adjustment based on final contract price

PERFORMANCE BOND

Recitals:

1. **ROADWAY ENGINEERING & CONTRACTING, INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Construction of Traffic Signal and Lighting project at the intersection of Citrus Street and Cleveland Avenue, Project No. B6-0583.**
2. First Sealord Surety, Inc. _____, a Pennsylvania 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 **\$ 284,617.50 (Two hundred eighty four thousand, six hundred seventeen 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 April 19, 2010

Roadway Engineering & Contracting, Inc.

By [Signature]

By _____

Title Eric Alvarez - President/Secretary/Treasurer

"Contractor"

(Corporate Seal)

First Sealord Surety, Inc.

By [Signature]

Type Name Susan C. Monteon

Its Attorney in Fact
"Surety"

(Corporate Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California _____

County of RIVERSIDE

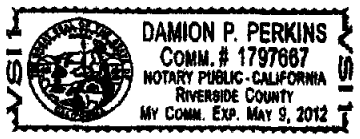
On April 21, 2010 before me, DAMIAN P. PERKINS, NOTARY PUBLIC
Day Here Insert Name and Title of the Officer

personally appeared ERIC AVAREZ
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 the 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: PERFORMANCE BOND

Document Date: 04/19/10 Number of Pages: 1

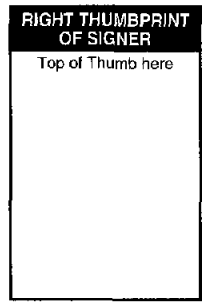
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: ERIC AVAREZ

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

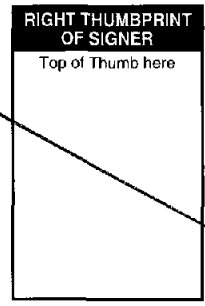
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

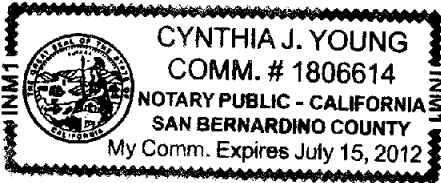
State of California)
County of San Bernardino) ss.

On April 19, 2010 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Susan C. Monteon

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

Cynthia J. Young
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

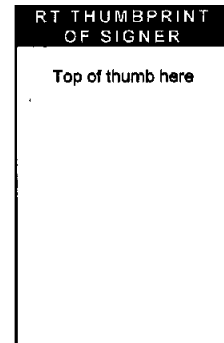
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____



First Sealord Surety, Inc. Power of Attorney

Power No: ACA-0699-10-04378

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint

Jay P. Freeman, Susan C. Monteon, Pamela McCarthy and/or Cynthia J. Young all of San Bernardino, California its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** **Not To Exceed Five Million Dollars**-----**(\$5,000,000.00)** *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal, and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Joel D. Cooperman, Vice President

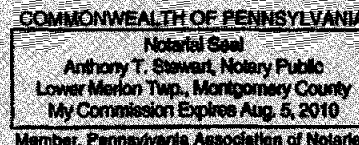
Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto as Vice President of said Corporation by like authority.



(Seal)

- Notary Public



CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 19th day of April, 2010

This power of attorney is void unless the Bond number is inserted in this paragraph, (insert Bond # here 10-04189-PP), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Gary L. Bragg, Secretary

Company Profile

FIRST SEALORD SURETY, INC.
789 E. LANCASTER AVENUE, STE. 200
VILLANOVA, PA 19085

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 #:	28519
NAIC Group #:	<u>0000</u>
California Company ID #:	5109-4
Date authorized in California:	May 16, 2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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](#).

SURETY

Company Complaint Information

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

Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM
Copyright © California Department of Insurance

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

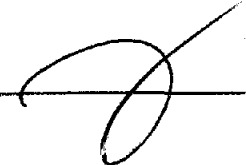
The makers of this Bond are **ROADWAY ENGINEERING & CONTRACTING, INC.**, as Principal and Original Contractor and First Sealord Surety, Inc., a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for **\$284,617.50 (Two hundred eighty four thousand, six hundred seventeen 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 **Construction of Traffic Signal and Lighting project at the intersection of Citrus Street and Cleveland Avenue, Project No. B6-0583.**

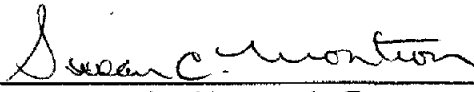
The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or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

DATED: April 19, 2010

Roadway Engineering & Contracting, Inc.
Original Contractor - Principal

First Sealord Surety, Inc.
Surety

By  _____

By  _____
Its Attorney In Fact
Susan C. Monteon

Title Eric Alvarez - President/Secretary/Treasurer
(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

See attached notary acknowledgement

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California _____

County of RIVERSIDE

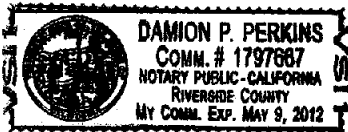
On April 21, 2010 before me, DAMON P. PERKINS NOTARY PUBLIC
Day Here Insert Name and Title of the Officer

personally appeared ERIC ALVAREZ
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]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to the 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: PAYMENT BOND

Document Date: 04/19/10 Number of Pages: 1

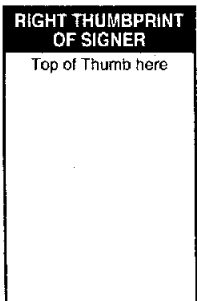
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: ERIC ALVAREZ

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

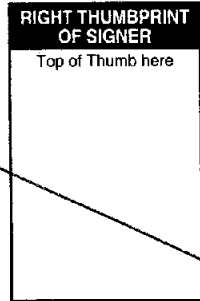
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

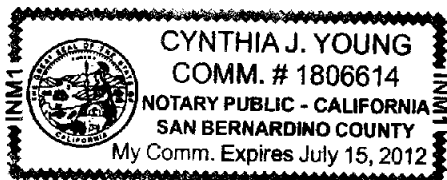
State of California)
County of San Bernardino) ss.

On April 19, 2010 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Susan C. Monteon

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

Cynthia J. Young
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.

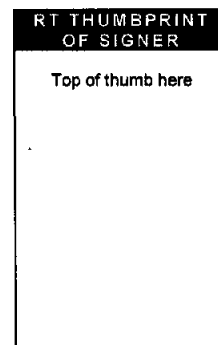
Description of Attached Document

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



Signer is Representing: _____

First Sealord Surety, Inc. Power of Attorney

Power No: ACA-0699-10-04379

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint

Jay P. Freeman, Susan C. Montean, Pamela McCarthy and/or Cynthia J. Young all of San Bernardino, California its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** **Not To Exceed Five Million Dollars** ----- **(\$5,000,000.00)** *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal, and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

Gary L. Bragg

Gary L. Bragg, Secretary

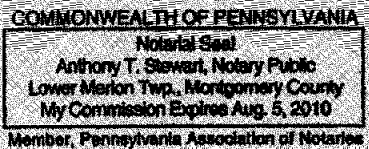
By:

Joel D. Cooperman

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



(Seal)

Anthony T. Stewart

- Notary Public

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 9th day of April, 2010

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 10-04189-PP), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Gary L. Bragg

Gary L. Bragg, Secretary

Company Profile

FIRST SEALORD SURETY, INC.
789 E. LANCASTER AVENUE, STE. 200
VILLANOVA, PA 19085

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 #:	28519
NAIC Group #:	0000
California Company ID #:	5109-4
Date authorized in California:	May 16, 2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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.

SURETY

Company Complaint Information

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

Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - June 26, 2009 05:53 PM
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05-11-10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER DRIVER'S CHOICE INSURANCE AGENCY 624 E GRAND BLVD SUITE D CORONA CA 92879		CONTACT NAME: Becky Hayes PHONE (A/C No. Ext): 951-735-7555 FAX (A/C No): 951-735-0040 E-MAIL ADDRESS: becky@thedriverschoice.com PRODUCER CUSTOMER ID #:	
INSURED Roadway Engineering and Contracting Inc. 8861-A Jurupa Road Riverside CA 92509		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Indemnity Co of Connecticut	NAIC # 25682
		INSURER B: Travelers Property & Casualty Co of America	NAIC # 25674
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4T22C003191658	03-01-10	03-01-11	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4BA9323B04-09	03-01-10	03-01-11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			4DTSMCUP9323B042	03-01-10	03-01-11	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4DTEUB0319L658	03-01-10	03-01-11	WC STATU-TORY LIMITS OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As respect to Workers Compensation, blanket waiver of subrogation is included, County of Riverside Transportation and Land Management Agency is an additional insured under the excess liability policy thru Travelers Property & Casualty Ins of Co of America umbrella liability policy form **special form causes of loss apply, exclusions include earthquake and/or earth movement and flood.

CERTIFICATE HOLDER County of Riverside Transportation Department 14th Street Transportation Annex 3525 14th Street Riverside CA 92501 Att: Joel Jimenez	CANCELLATION "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT." AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05-11-10

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER DRIVER'S CHOICE INSURANCE AGENCY 624 E GRAND BLVD SUITE D CORONA CA 92879		CONTACT NAME: Becky Hayes PHONE (A/C, No, Ext): 951-735-7555 FAX (A/C, No): 951-735-0040 E-MAIL ADDRESS: becky@thedriverschoice.com PRODUCER CUSTOMER ID#:	
INSURED Roadway Engineering and Contracting Inc. 8861-A Jurupa Road Riverside CA 92509		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Indemnity Co of Connecticut	NAIC # 25682
		INSURER B: Travelers Property & Casualty Co of America	25674
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4T22C003191658	03-01-10	03-01-11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4BA9323B04-09	03-01-10	03-01-11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			4DTSMCUP9323B042	03-01-10	03-01-11	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4DTEUB0319L658	03-01-10	03-01-11	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Continued.
 Re: job # 1067 Citrus St & Cleveland Ave Traffic Signal and lighting County of Riverside-Transportation & Land Management Agency, its directors, officers, special districts, board of supervisors, employees, agents and representatives as additionally insured.

CERTIFICATE HOLDER County of Riverside Transportation Department 14th Street Transportation Annex 3525 14th Street Riverside CA 92501 Atten: Joel Jimenez	CANCELLATION "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT." AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO 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 the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision**:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period 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.

Becky Hayes

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.

COMMERCIAL GENERAL LIABILITY

- 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 insur-

ance 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.

Becky Hayes

- (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 as-

COMMERCIAL GENERAL LIABILITY

sumed 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".

Becky Hayes



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 04 03 06 (01) -

POLICY NUMBER: **4DTEUB0319L658**

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

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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 _____ % OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

Becky Hayes

DATE OF ISSUE: - -

ST ASSIGN:



One Tower Square, Hartford, Connecticut 06183

**POLICY DECLARATIONS
COMMERCIAL EXCESS LIABILITY
(UMBRELLA) INSURANCE POLICY**

POLICY NO.: DTSM-CUP-9323B042-TIL-10
ISSUE DATE: 03-16-10

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
ROADWAY ENGINEERING &
CONTRACTING, INC.
8861 A JURUPA ROAD

RIVERSIDE CA 92509

**THIS POLICY DOES NOT
COVER LIABILITY
ARISING OUT OF
ASBESTOS MATERIAL
SEE ENDORSEMENT
UM 01 96 07 96**

2. THE NAMED INSURED IS A:

CORPORATION SOLE PROPRIETOR PARTNERSHIP OR JOINT VENTURE OTHER

3. POLICY PERIOD: From 03-01-10 to 03-01-11 12:01 A.M. Standard Time at your mailing address.

4. PREMIUM: * \$ 5,773 Flat Charge Adjustable (See premium schedule)
* DIRECT BILL

5. LIMITS OF INSURANCE:

COVERAGES		LIMITS OF LIABILITY
AGGREGATE LIMITS OF LIABILITY	1,000,000 1,000,000	Products/Completed Operations Aggregate General Aggregate
COVERAGE A - Bodily Injury and Property Damage Liability	1,000,000	any one occurrence subject to the Products/ Completed Operations and the General Aggregate Limits
COVERAGE B - Personal and Advertising Injury Liability	1,000,000	any one person or organization subject to the General Aggregate Limit of Liability
RETAINED LIMIT	10,000	any one occurrence or offense

6. SCHEDULE OF UNDERLYING INSURANCE:

POLICY	LIMITS (000 omitted)	COVERAGE	COMPANY
SEE ENDORSEMENT CG D0 23 04 96			

**7. On the effective date shown in Item 3, the Commercial Excess Liability (Umbrella) Insurance Policy numbered above includes this Declarations Page and the Policy Jacket (Form UM 00 76 which contains the Nuclear Energy Liability Exclusion) and any endorsements listed hereafter:
SEE END. IL T8 01 01 01**

NAME AND ADDRESS OF AGENT OR BROKER:

DRIVER S CHOICE INS AGCY CGQ62
624 E GRAND BLVD STE D
CORONA CA 92879

COUNTERSIGNED BY:

Paul T. You

Authorized Representative

DATE: 3-1-10

CG T0 14 04 96
OFFICE: ORANGE

(3) Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in the course of advertising your products, goods or services.

c. Employment-Related Practices

"Bodily injury" or "personal injury" to:

1. A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity; and, to any obligation to share damages with or repay someone else who must pay damages because of the injury.

d. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured assumed liability under a contract or agreement. This exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

e. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unem-

ployment compensation law or any similar law.

f. Pollution

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants", or any loss, cost, expense or damages resulting therefrom, but this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

g. Watercraft Or Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including loading or unloading, or entrustment to others of any watercraft or any aircraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) Liability assumed under any contract or agreement for the ownership, maintenance or use of a watercraft;
- (3) A watercraft over 50 feet in length which is chartered with crew by or on behalf of any insured;
- (4) A watercraft less than 50 feet long which you own; or
- (5) A watercraft less than 50 feet long which you do not own and is not being used to carry persons or property for a charge.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance,

Company Profile**TRAVELERS INDEMNITY COMPANY OF CONNECTICUT (THE)**

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli

HARTFORD, CT 06183-1190

800-252-4633

Former Names for Company**Old Name:** TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND (THE)**Effective Date:** 09-12-1995**Old Name:** EQUITABLE FIRE AND MARINE INSURANCE COMPANY**Effective Date:** 10-08-1971**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 #:	25682
NAIC Group #:	3548
California Company ID #:	0056-2
Date authorized in California:	June 28, 1890
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
 DISABILITY
 FIRE
 LEGAL INSURANCE
 LIABILITY
 MARINE
 MISCELLANEOUS
 PLATE GLASS
 SPRINKLER
 SURETY
 TEAM AND VEHICLE
 WORKERS' COMPENSATION

Company Complaint Information

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

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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 #:	3548
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 TransactThe company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

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