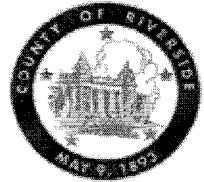


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

655A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 30, 2010

SUBJECT: Construction of street improvements including lighting, sidewalk, and associated improvements on various streets in the Rubidoux area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the low bid of Hillcrest Contracting, Inc. of Corona, CA in the amount of \$1,882,482,
2. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents,
3. Approve the project budget as proposed on Attachment "A".

Juan C. Perez
Director of Transportation

JCP:jjr:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,882,482	In Current Year Budget:	Yes				
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No				
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011				
SOURCE OF FUNDS: Redevelopment Agency (99.61%), Rubidoux Community Service District (RCSD) (0.39%)				<table border="1"> <tr> <td>Positions To Be Deleted Per A-30</td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td>Requires 4/5 Vote</td> <td align="center"><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

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 6/30/10
Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 04/20/10, Item 3.71 | **District:** 2 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.80

The Honorable Board of Supervisors

RE: Construction of street improvements including lighting, sidewalk, and associated improvements on various streets in the Rubidoux area.

June 30, 2010

Page 2 of 3

BACKGROUND:

By Minute Order dated April 20, 2010 (agenda item 3.71) the Board authorized the Clerk of the Board to advertise for the construction of street improvements including lighting, sidewalk, and associated improvements on various streets in the Rubidoux area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, May 19, 2010. Four responsive bids were received. The lowest responsive bid was submitted by Hillcrest Contracting, Inc. in the amount of \$1,965,082, which includes the Base bid and two alternate bid schedules for Rubidoux Community Service District (RCSD).

RCSD has approved the award of Alternate Bid Schedule 1 as bid by the apparent low bidder, and the cost for the work will be funded by RCSD. RCSD has requested the County to not award Alternate Bid Schedule 2 due to the higher than expected bids received, and has informed the County that RCSD will perform the work with their own forces.

The total of Base Bid and Alternate Bid Schedule 1 is \$1,882,482 which is \$65,711 (3.37%) 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 change due to elimination of Alternate bid schedule 2.

An amendment to the funding agreement is submitted separately and concurrently, with this construction contract award, for approval to the Board of Supervisors.

The Project will benefit the project area by significantly improving the existing infrastructure and pedestrian access in an area currently characterized by intermittent sidewalks, drainage problems and dirt frontages. Street lights maintenance and operation costs will be funded on an ongoing basis by Landscaping & Lighting Maintenance District No. 89-1-Consolidated (L&LMD No. 89-1-C) and RCSD.

The Rubidoux Area Street Improvements will be completed in 2 Groups. Group 1 improvements are located south of Mission Blvd, east of Riverview Dr, and north of 42nd Street/Tilton Ave, however Group 2 Improvements are located on various streets, including Pacific Avenue, Tilton Avenue, 42nd Street (East), Fort Drive, Molino Way (East), and Twining Street, and will be constructed in FY 2010/11, following the construction of Group 1 improvements.

The Group 2 improvements were separated from the Group 1 improvements due to necessary right of way acquisition, flood control improvements and the design of street lighting.

The Honorable Board of Supervisors

RE: Construction of street improvements including lighting, sidewalk, and associated improvements on various streets in the Rubidoux area.

June 30, 2010

Page 3 of 3

The Group 1 street improvements are as follows:

ROAD:	FROM:	TO:
42nd Street	Riverview Drive	West End of Tilton Avenue
Briggs Street	Tilton Avenue	Parking lot South of Mission Boulevard
Leigh Street	Tilton Avenue	Molino Way
Molino Way East	Leigh Street	Pontiac Avenue
Pontiac Avenue	Tilton Avenue	Mission Boulevard
Rubidoux Boulevard	Tilton Avenue	Mission Boulevard
Mennes Avenue	42 nd Street	Mission Boulevard
Wallace Street	42 nd Street	Mission Boulevard
Carol Way	Wallace Street	500 feet East of Wallace Street
Capary Road	Wallace Street	Driving Range Road

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

The Contractor is qualified.

Project Number: B4-0511

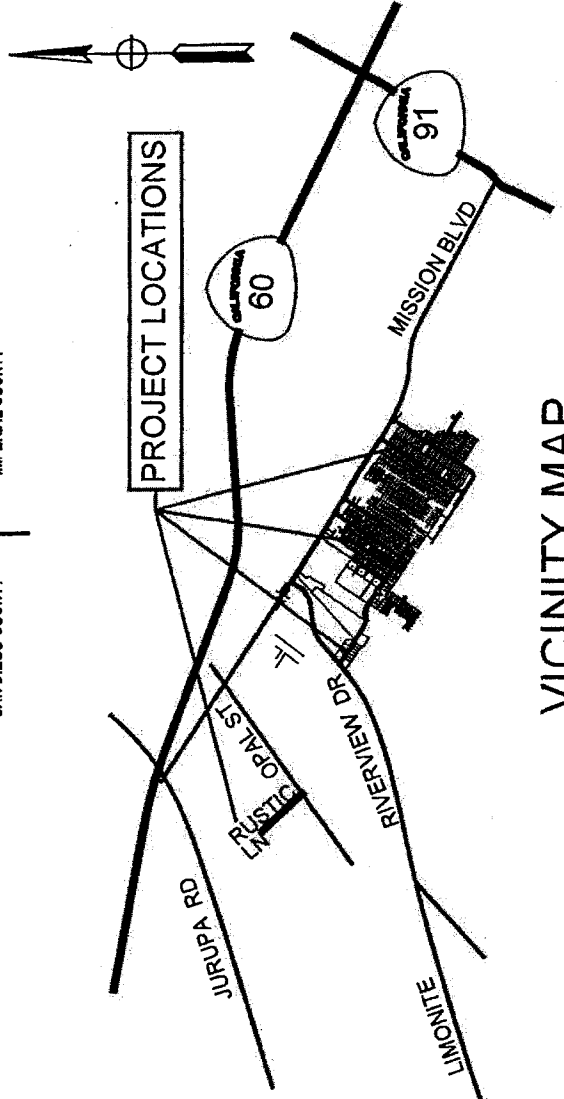
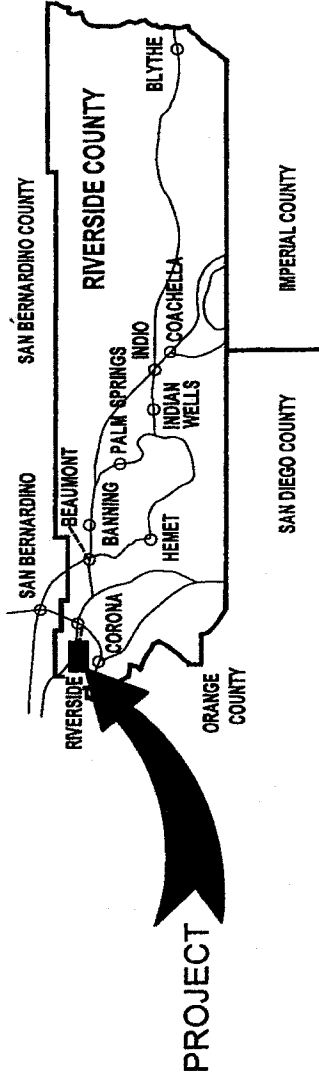
RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

IMPROVEMENT PLANS FOR THE CONSTRUCTION OF

**RUBIDOUX AREA STREET IMPROVEMENT
INCLUDING SIDEWALK PROJECT**

(GROUP 1)

42ND STREET (WEST), BRIGGS STREET, LEIGH STREET, MOLINO WAY (WEST),
PONTIAC AVENUE, RUBIDOUX BOULEVARD, MENNES AVENUE,
WALLACE STREET, CAROL WAY, CAPARY ROAD



VICINITY MAP
NO SCALE

Attachment "A"

Riverside County Transportation Department

Project: Rubidoux Area Street Improvements including Sidewalk, Street Light and others, Group 1 (10 Streets)

Project No.(s): B4-0511

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey	176,000		176,000	150,000	176,000
Environmental	3,000	1,000	4,000	4,000	4,000
Design	497,000		497,000	373,000	497,000
Right-of-way	56,000		56,000	45,000	56,000
Utilities	2,000		2,000	2,000	2,000
Construction		1,882,482	1,882,482	1,000,000	2,070,730
Construction Contingency 10.0%		188,248	188,248		
Construction Engineering & Inspection	36,000	114,000	300,000	100,000	300,000
Construction Survey	10,000	90,000	100,000	108,000	100,000
Totals:	780,000	2,275,730	3,205,730	1,782,000	3,205,730

Project Funding

Code	Name	Existing Budget	Proposed Budget
332	Redevelopment Agency	1,782,000	3,193,730
990	Miscellaneous (Rubidoux Community Services District)		12,000
Totals		1,782,000	3,205,730

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 (RFP=s Only)

User Department:	Transportation Department
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N/A

Vendor/Lessor Name:	Hillcrest Contracting, Inc.
----------------------------	-----------------------------

Minority

Status: M W DV None

Vendor/Lessor Location:	Corona, 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: \$ 1,965,082.40 to \$ 2,132,347.10
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 1,965,082.40 to \$ 2,132,347.10

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: Rubidoux Area, Street Improvements including Lighting and Sidewalks
Group 1**

Advised: April 20, 2010 (Agenda Item: 3.71)
Bids Open: 2 pm Date: Wednesday, May 19, 2010

PROJECT NO. B4-0511

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	COUNTY'S ESTIMATE			Hillcrest Contracting Corona, Ca 92879	BID ESTIMATE
					UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE		
1	066102	DUST ABATMENT	LS	1	5,000.00	5,000.00	8,000.00	8,000.00	
2	074020	WATER POLLUTION CONTROL	LS	1	10,000.00	10,000.00	13,700.00	13,700.00	
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	50,000.00	50,000.00	15,300.00	15,300.00	
4	000003	RELOCATE WROUGHT IRON FENCE AND/OR GATE	LF	550	25.00	13,750.00	32.00	17,600.00	
5	152380	RELOCATE CHAIN LINK FENCE	LF	2,800	20.00	56,000.00	16.00	44,800.00	
6	152381	RELOCATE GATE (ADJUST ROLLING GATE HEIGHT)	EA	76	150.00	11,400.00	480.00	36,480.00	
7	000003	RELOCATE WOOD FENCE AND/OR GATE	LF	200	20.00	4,000.00	21.50	4,300.00	
8	000003	REMOVE AND RECONSTRUCT DECORATIVE CONCRETE / MASONRY BLOCK WALL WITH USE OF EXISTING WROUGHT IRON	LF	150	100.00	15,000.00	104.00	15,600.00	
9	152386	RELOCATE ROADSIDE SIGN - ONE POST	EA	81	300.00	24,300.00	70.00	5,670.00	
10	152370	MAILBOXES (REMOVAL/RELOCATE/INSTALL) [ON STEEL POST]	EA	261	200.00	52,200.00	325.00	84,825.00	
11	160101	CLEARING AND GRUBBING [INCLUDING TREES, BUSHES, LANDSCAPING REMOVAL, TREE TRIMMING, REPLACEMENT OF IRRIGATION SYSTEM]	LS	1	25,000.00	25,000.00	26,500.00	26,500.00	
12	153103	COLD PLANE AC PAVEMENT	SQ FT	237,200	1.00	237,200.00	0.20	47,440.00	
13	190101	ROADWAY EXCAVATION	CY	2,000	18.00	36,000.00	84.00	168,000.00	
14	220101	FINISHING ROADWAY	LS	1	25,250.00	25,250.00	8,600.00	8,600.00	
15	260201	CLASS 2 AGGREGATE BASE	CY	1,600	30.00	48,000.00	50.25	80,400.00	
16	390130	HOT MIX ASPHALT (TYPE A)	TON	5,240	70.00	366,800.00	73.50	385,140.00	
17	394002	PLACE ASPHALT CONCRETE [MISCELLANEOUS AREA] (DRIVEWAY)	SQ YD	3,145	18.00	56,610.00	34.00	106,930.00	
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS200)	LF	14,240	12.00	170,880.00	12.40	176,576.00	
19	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	980	10.50	10,290.00	20.00	19,600.00	
20	000003	MINOR CONCRETE (RETAINING CURB PER DETAIL A ON PLAN SHEET 2)	LF	780	16.00	12,480.00	33.50	26,130.00	
21	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	237	900.00	213,300.00	650.00	154,050.00	
22	017317	MINOR CONCRETE (CROSS GUTTER AND SPANDREL)	SQ FT	1,840	4.00	7,360.00	8.70	16,008.00	
23	731516	MINOR CONCRETE (DRIVEWAY)	SQ FT	17,200	5.00	86,000.00	3.90	67,080.00	
24	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQ FT	62,100	4.00	248,400.00	2.76	171,396.00	
25	017316	MINOR CONCRETE CURB RAMP (CRS 403 - CASE B)	EA	10	1,500.00	15,000.00	1,400.00	14,000.00	
26	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	6.00	1,500.00	4.00	1,000.00	
27	840653	PAINT TRAFFIC STRIPE (4")	LF	8,930	0.60	5,358.00	0.38	3,393.40	
28	566011	ROADSIDE SIGN - ONE POST	EA	32	180.00	5,760.00	210.00	6,720.00	

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks
Group 1**

Advertised: April 20, 2010 (Agenda Item: 3.71)
Bids Open: 2 pm Date: Wednesday, May 19, 2010

PROJECT NO. B4-0511

BASE BID (CONTINUED)		COUNTY'S ESTIMATE				Hillcrest Contracting Corona, Ca 92879		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
29	840515	THERMOPLASTIC PAVEMENT MARKING	SQ FT	1,265	7.00	8,855.00	3.60	4,554.00
30	860811	DETECTOR LOOP [TYPE B]	EA	8	500.00	4,000.00	380.00	3,040.00
31	000003	PRIVATE DRAIN THROUGH CURB (CRS 310)	EA	83	200.00	16,600.00	100.00	8,300.00
32	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD PLAN A88A CASE C]	EA	2	1,700.00	3,400.00	1,500.00	3,000.00
33	000003	BARRICADE (CRS 810)	LF	50	30.00	1,500.00	47.00	2,350.00
34	000003	MISCELLANEOUS DIRECTED WORK	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
35	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM][3" CONDUIT X 7500', 1 1/2" CONDUIT X 400', 19 PLASTIC HANDHOLE (13" X 24" X 15") AND 15 CONCRETE HANDHOLE (13" X 24" X 24")]	LS	1	60,000.00	60,000.00	99,000.00	99,000.00
SUBTOTAL						1,932,193.00		1,870,482.40
ITEMS 1-35								
ALTERNATE BID SCHEDULE 1 (RCSD)		COUNTY'S ESTIMATE				Hillcrest Contracting Corona, Ca 92879		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	152440	ADJUST MANHOLE TO GRADE	EA	32	500.00	16,000.00	375.00	12,000.00
SUBTOTAL						16,000.00		12,000.00
ITEM 36								
ALTERNATE BID SCHEDULE 2 (RCSD)		COUNTY'S ESTIMATE				Hillcrest Contracting Corona, Ca 92879		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
37	152410	ADJUST WATER METER TO GRADE	EA	236	100.00	23,600.00	350.00	82,600.00
SUBTOTAL						23,600.00		82,600.00
ITEM 37								

PROJECT TOTAL						1,971,793.00		1,965,082.40
ITEMS 1-37								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks
Group 1**

Advertised: April 20, 2010 (Agenda Item: 3.71)
Bids Open: 2 pm Date: Wednesday, May 19, 2010

PROJECT NO. B4-0511

BASE BID ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	Sequel Contractors, Inc. Santa Fe Springs, CA 90670		All American Asphalt Corona, CA 92878-2229	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATMENT	LS	1	5,000.00	5,000.00	22,000.00	22,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	7,000.00	7,000.00	4,450.00	4,450.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	37,000.00	37,000.00	50,000.00	50,000.00
4	000003	RELOCATE WROUGHT IRON FENCE AND/OR GATE	LF	550	70.00	38,500.00	54.00	29,700.00
5	152380	RELOCATE CHAIN LINK FENCE	LF	2,800	17.00	47,600.00	31.50	88,200.00
6	152381	RELOCATE GATE (ADJUST ROLLING GATE HEIGHT)	EA	76	80.00	6,080.00	179.00	13,604.00
7	000003	RELOCATE WOOD FENCE AND/OR GATE	LF	200	40.00	8,000.00	37.00	7,400.00
8	000003	REMOVE AND RECONSTRUCT DECORATIVE CONCRETE / MASONRY BLOCK WALL WITH USE OF EXISTING WROUGHT IRON	LF	150	180.00	27,000.00	200.00	30,000.00
9	152386	RELOCATE ROADSIDE SIGN - ONE POST	EA	81	80.00	6,480.00	67.00	5,427.00
10	152370	MAILBOXES (REMOVAL/RELOCATE/INSTALL) [ON STEEL POST]	EA	261	185.00	48,285.00	450.00	117,450.00
11	160101	CLEARING AND GRUBBING (INCLUDING TREES, BUSHES, LANDSCAPING REMOVAL, TREE TRIMMING, REPLACEMENT OF IRRIGATION SYSTEM)	LS	1	150,000.00	150,000.00	40,000.00	40,000.00
12	153103	COLD PLANE AC PAVEMENT	SQ FT	237,200	0.20	47,440.00	0.23	54,556.00
13	190101	ROADWAY EXCAVATION	CY	2,000	55.00	110,000.00	58.00	116,000.00
14	220101	FINISHING ROADWAY	LS	1	10,000.00	10,000.00	5,200.00	5,200.00
15	260201	CLASS 2 AGGREGATE BASE	CY	1,600	55.00	88,000.00	39.50	63,200.00
16	390130	HOT MIX ASPHALT (TYPE A)	TON	5,240	72.00	377,280.00	60.50	317,020.00
17	394002	PLACE ASPHALT CONCRETE [MISCELLANEOUS AREA] (DRIVEWAY)	SQ YD	3,145	5.00	15,725.00	22.50	70,762.50
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS200)	LF	14,240	15.50	220,720.00	23.00	327,520.00
19	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	980	11.50	11,270.00	10.00	9,800.00
20	000003	MINOR CONCRETE (RETAINING CURB PER DETAIL A ON PLAN SHEET 2)	LF	780	14.00	10,920.00	16.50	12,870.00
21	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	237	700.00	165,900.00	225.00	53,325.00
22	017317	MINOR CONCRETE (CROSS GUTTER AND SPANDREL)	SQ FT	1,840	9.00	16,560.00	10.25	18,860.00
23	731516	MINOR CONCRETE (DRIVEWAY)	SQ FT	17,200	3.25	55,900.00	3.85	66,220.00
24	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQ FT	62,100	3.25	201,825.00	3.85	239,085.00
25	017316	MINOR CONCRETE CURB RAMP (CRS 403 - CASE B)	EA	10	800.00	8,000.00	1,900.00	19,000.00
26	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	2.00	500.00	3.60	900.00
27	840653	PAINT TRAFFIC STRIPE (4')	LF	8,930	0.25	2,232.50	0.35	3,125.50
28	566011	ROADSIDE SIGN - ONE POST	EA	32	200.00	6,400.00	200.00	6,400.00

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks
Group 1**

Advertised: April 20, 2010 (Agenda Item: 3.71)
Bids Open: 2 pm Date: Wednesday, May 19, 2010

PROJECT NO. B4-0511

BASE BID (CONTINUED)		Sequel Contractors, Inc. Santa Fe Springs, CA 90670		All American Asphalt Corona, CA 92878-2229				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
29	840515	THERMOPLASTIC PAVEMENT MARKING	SQ FT	1,265	2.50	3,162.50	3.45	4,364.25
30	860811	DETECTOR LOOP [TYPE B]	EA	8	400.00	3,200.00	355.00	2,840.00
31	000003	PRIVATE DRAIN THROUGH CURB (CRS 310)	EA	83	100.00	8,300.00	250.00	20,750.00
32	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD PLAN A88A CASE C]	EA	2	800.00	1,600.00	1,900.00	3,800.00
33	000003	BARRICADE (CRS 810)	LF	50	70.00	3,500.00	45.00	2,250.00
34	000003	MISCELLANEOUS DIRECTED WORK	FA	1	25,000.00	25,000.00	25,000.00	25,000.00
35	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM][3" CONDUIT X 7500', 1 1/2" CONDUIT X 400', 19 PLASTIC HANDHOLE (13" X 24" X 15") AND 15 CONCRETE HANDHOLE (13" X 24" X 24")]	LS	1	145,000.00	145,000.00	98,000.00	98,000.00
SUBTOTAL						1,919,380.00		1,949,079.25
ITEMS 1-35								
ALTERNATE BID SCHEDULE 1 (RCSD)		Sequel Contractors, Inc. Santa Fe Springs, CA 90670		All American Asphalt Corona, CA 92878-2229				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	152440	ADJUST MANHOLE TO GRADE	EA	32	510.00	16,320.00	400.00	12,800.00
SUBTOTAL						16,320.00		12,800.00
ITEM 36								
ALTERNATE BID SCHEDULE 2 (RCSD)		Sequel Contractors, Inc. Santa Fe Springs, CA 90670		All American Asphalt Corona, CA 92878-2229				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
37	152410	ADJUST WATER METER TO GRADE	EA	236	450.00	106,200.00	250.00	59,000.00
SUBTOTAL						106,200.00		59,000.00
ITEM 37								

PROJECT TOTAL						2,041,900.00		2,020,879.25
ITEMS 1-37								

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks
Group 1**

Advertised: April 20, 2010 (Agenda Item: 3.71)
Bids Open: 2 pm Date: Wednesday, May 19, 2010

PROJECT NO. B4-0511

BASE BID		Yakar San Dimas, CA 91773						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	066102	DUST ABATMENT	LS	1	2,500.00	2,500.00		
2	074020	WATER POLLUTION CONTROL	LS	1	5,000.00	5,000.00		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	35,000.00	35,000.00		
4	000003	RELOCATE WROUGHT IRON FENCE AND/OR GATE	LF	550	72.00	39,600.00		
5	152380	RELOCATE CHAIN LINK FENCE	LF	2,800	39.00	109,200.00		
6	152381	RELOCATE GATE (ADJUST ROLLING GATE HEIGHT)	EA	76	397.00	30,172.00		
7	000003	RELOCATE WOOD FENCE AND/OR GATE	LF	200	57.00	11,400.00		
8	000003	REMOVE AND RECONSTRUCT DECORATIVE CONCRETE / MASONRY BLOCK WALL WITH USE OF EXISTING WROUGHT IRON	LF	150	447.00	67,050.00		
9	152386	RELOCATE ROADSIDE SIGN - ONE POST	EA	81	175.00	14,175.00		
10	152370	MAILBOXES (REMOVAL/RELOCATE/INSTALL) [ON STEEL POST]	EA	261	150.00	39,150.00		
11	160101	CLEARING AND GRUBBING (INCLUDING TREES, BUSHES, LANDSCAPING REMOVAL, TREE TRIMMING, REPLACEMENT OF IRRIGATION SYSTEM)	LS	1	35,000.00	35,000.00		
12	153103	COLD PLANE AC PAVEMENT	SQ FT	237,200	0.23	54,556.00		
13	190101	ROADWAY EXCAVATION	CY	2,000	45.00	90,000.00		
14	220101	FINISHING ROADWAY	LS	1	8,500.00	8,500.00		
15	260201	CLASS 2 AGGREGATE BASE	CY	1,600	37.00	59,200.00		
16	390130	HOT MIX ASPHALT (TYPE A)	TON	5,240	76.00	398,240.00		
17	394002	PLACE ASPHALT CONCRETE [MISCELLANEOUS AREA] (DRIVEWAY)	SQ YD	3,145	12.00	37,740.00		
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS200)	LF	14,240	17.35	247,064.00		
19	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	980	14.49	14,200.20		
20	000003	MINOR CONCRETE (RETAINING CURB PER DETAIL A ON PLAN SHEET 2)	LF	780	16.53	12,893.40		
21	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	237	955.00	226,335.00		
22	017317	MINOR CONCRETE (CROSS GUTTER AND SPANDREL)	SQ FT	1,840	9.15	16,836.00		
23	731516	MINOR CONCRETE (DRIVEWAY)	SQ FT	17,200	3.95	67,940.00		
24	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQ FT	62,100	3.68	228,528.00		
25	017316	MINOR CONCRETE CURB RAMP (CRS 403 - CASE B)	EA	10	999.00	9,990.00		
26	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	10.00	2,500.00		
27	840653	PAINT TRAFFIC STRIPE (4")	LF	8,930	1.00	8,930.00		
28	566011	ROADSIDE SIGN - ONE POST	EA	32	175.00	5,600.00		

**Riverside County Transportation Department
Summary of Bids**

**PROJECT: Rubidoux Area, Street Improvements including Lighting and Sidewalks
Group 1**

Advertised: April 20, 2010 (Agenda Item: 3.71)
Bids Open: 2 pm Date: Wednesday, May 19, 2010

PROJECT NO. B4-0511

BASE BID (CONTINUED)		Yakar San Dimas, CA 91773						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
29	840515	THERMOPLASTIC PAVEMENT MARKING	SQ FT	1,265	5.50	6,957.50		
30	860811	DETECTOR LOOP [TYPE B]	EA	8	450.00	3,600.00		
31	000003	PRIVATE DRAIN THROUGH CURB (CRS 310)	EA	83	100.00	8,300.00		
32	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD PLAN A88A CASE C]	EA	2	1,325.00	2,650.00		
33	000003	BARRICADE (CRS 810)	LF	50	70.00	3,500.00		
34	000003	MISCELLANEOUS DIRECTED WORK	FA	1	25,000.00	25,000.00		
35	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM] [3" CONDUIT X 7500', 1 1/2" CONDUIT X 400', 19 PLASTIC HANDHOLE (13" X 24" X 15") AND 15 CONCRETE HANDHOLE (13" X 24" X 24")]	LS	1	135,000.00	135,000.00		
		SUBTOTAL				2,062,307.10		
		ITEMS 1-35						
ALTERNATE BID SCHEDULE 1 (RCSD)		Yakar San Dimas, CA 91773						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
36	152440	ADJUST MANHOLE TO GRADE	EA	32	345.00	11,040.00		
		SUBTOTAL				11,040.00		
		ITEM 36						
ALTERNATE BID SCHEDULE 2 (RCSD)		Yakar San Dimas, CA 91773						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
37	152410	ADJUST WATER METER TO GRADE	EA	236	250.00	59,000.00		
		SUBTOTAL				59,000.00		
		ITEM 37						

	PROJECT TOTAL					2,132,347.10		
	ITEMS 1-37							

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 **Hillcrest Contracting Inc.** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Rubidoux Area, Street improvements including Sidewalks, Group 1, Project No. B4-0511**, 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 **(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.

**RUBIDOUX AREA
STREET IMPROVEMENTS INCLUDING SIDEWALKS
GROUP 1**

PROJECT NO. B4-0511

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	066102	DUST ABATMENT	LS	1	8,000.00	8,000.00
2	074020	WATER POLLUTION CONTROL	LS	1	13,700.00	13,700.00
3	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,300.00	15,300.00
4	000003	RELOCATE WROUGHT IRON FENCE AND/OR GATE	LF	550	32.00	17,600.00
5	152380	RELOCATE CHAIN LINK FENCE	LF	2,800	16.00	44,800.00
6	152381	RELOCATE GATE (ADJUST ROLLING GATE HEIGHT)	EA	76	480.00	36,480.00
7	000003	RELOCATE WOOD FENCE AND/OR GATE	LF	200	21.50	4,300.00
8	000003	REMOVE AND RECONSTRUCT DECORATIVE CONCRETE / MASONRY BLOCK WALL WITH USE OF EXISTING WROUGHT IRON	LF	150	104.00	15,600.00
9	152386	RELOCATE ROADSIDE SIGN - ONE POST	EA	81	70.00	5,670.00
10	152370	MAILBOXES (REMOVAL/RELOCATE/INSTALL) [ON STEEL POST]	EA	261	325.00	84,825.00
11	160101	CLEARING AND GRUBBING [INCLUDING TREES, BUSHES, LANDSCAPING REMOVAL, TREE TRIMMING, REPLACEMENT OF IRRIGATION SYSTEM]	LS	1	26,500.00	26,500.00
12	153103	COLD PLANE AC PAVEMENT	SQ FT	237,200	0.20	47,440.00
13	190101	ROADWAY EXCAVATION	CY	2,000	84.00	168,000.00
14	220101	FINISHING ROADWAY	LS	1	8,600.00	8,600.00
15	260201	CLASS 2 AGGREGATE BASE	CY	1,600	50.25	80,400.00
16	390130	HOT MIX ASPHALT (TYPE A)	TON	5,240	73.50	385,140.00
17	394002	PLACE ASPHALT CONCRETE [MISCELLANEOUS AREA] (DRIVEWAY)	SQ YD	3,145	34.00	106,930.00
18	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS200)	LF	14,240	12.40	176,576.00
19	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	980	20.00	19,600.00
20	000003	MINOR CONCRETE (RETAINING CURB PER DETAIL A ON PLAN SHEET 2)	LF	780	33.50	26,130.00

**AGREEMENT
(CONTINUED)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
21	017310	MINOR CONCRETE (DRIVEWAY APPROACH) (CRS 207)	EA	237	650.00	154,050.00
22	017317	MINOR CONCRETE (CROSS GUTTER AND SPANDREL)	SQ FT	1,840	8.70	16,008.00
23	731516	MINOR CONCRETE (DRIVEWAY)	SQ FT	17,200	3.90	67,080.00
24	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQ FT	62,100	2.76	171,396.00
25	017316	MINOR CONCRETE CURB RAMP (CRS 403 - CASE B)	EA	10	1,400.00	14,000.00
26	850102	PAVEMENT MARKER (REFLECTIVE)	EA	250	4.00	1,000.00
27	840653	PAINT TRAFFIC STRIPE (4")	LF	8,930	0.38	3,393.40
28	566011	ROADSIDE SIGN - ONE POST	EA	32	210.00	6,720.00
29	840515	THERMOPLASTIC PAVEMENT MARKING	SQ FT	1,265	3.60	4,554.00
30	860811	DETECTOR LOOP [TYPE B]	EA	8	380.00	3,040.00
31	000003	PRIVATE DRAIN THROUGH CURB (CRS 310)	EA	83	100.00	8,300.00
32	731623	MINOR CONCRETE (CURB RAMP) [CALTRANS STD PLAN A88A CASE C]	EA	2	1,500.00	3,000.00
33	000003	BARRICADE (CRS 810)	LF	50	47.00	2,350.00
34	000003	MISCELLANEOUS DIRECTED WORK	FA	1	25,000.00	25,000.00
35	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM][3" CONDUIT X 7500', 1 1/2" CONDUIT X 400', 19 PLASTIC HANDHOLE (13" X 24" X 15") AND 15 CONCRETE HANDHOLE (13" X 24" X 24")]	LS	1	99,000.00	99,000.00

BASE BID

SUBTOTAL: One million, eight hundred seventy thousand, four hundred eighty two dollars and forty cents \$ 1,870,482.40

ITEMS 1-35

"WORDS"

**AGREEMENT
(CONTINUED)**

ALTERNATE BID SCHEDULE 1 (RCSD)

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
36	152440	ADJUST MANHOLE TO GRADE	EA	32	375.00	12,000.00

ALTERNATE 1
SUBTOTAL:

Twelve thousand dollars and zero cents

\$ 12,000.00

ITEMS 36

"WORDS"

ALTERNATE BID SCHEDULE 2 (RCSD) NOT SELECTED FOR AWARD

37	152440	ADJUST WATERMETER TO GRADE	EA	236	-----	-----
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PROJECT TOTAL, ITEMS 1-36:

One million, eight hundred eighty two thousand, four hundred eighty two dollars and forty cents. \$ 1,882,482.40

"WORDS"

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

COUNTY OF RIVERSIDE

HILLCREST CONTRACTING, INC.

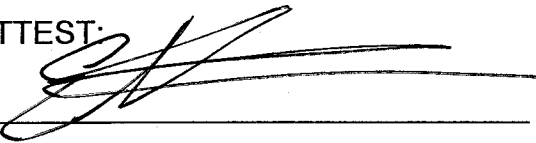
BY _____
Chairman, Board of Supervisors

BY 

TITLE: Glenn J. Salsbury-President
(If Corporation, Affix Seal)

Dated _____

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

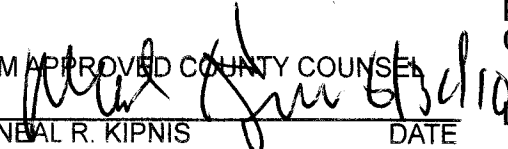
ATTEST: 

BY _____
Deputy

TITLE: Einer G. Lindholm-V.P./Secretary

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

FORM APPROVED COUNTY COUNSEL

BY: 
NEAL R. KIPNIS DATE

License No. 471664 A EXP. 04/30/2011

Federal Employer Identification Number:

33-0084251

BY _____
"County"
(Seal)

"Corporation"
(Seal)

HILLCREST CONTRACTING

General Engineering Contractors

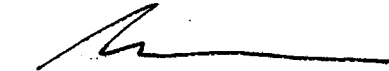
License #471664A

At the Board of Director's meeting held on February 13, 2002 it was determined that the following employees were authorized to sign all binding agreements on behalf of Hillcrest Contracting:

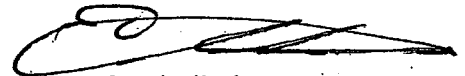
Glenn J. Salsbury

Einer G. Lindholm

Certified as a permanent record:



Glenn J. Salsbury
President



Einer G. Lindholm
Vice President

PERFORMANCE BOND

Recitals:

1. **HILLCREST CONTRACTING, INC.** (Contractor) has entered into an Agreement with **COUNTY OF RIVERSIDE** (County) for construction of public work known as **Rubidoux Area, Street Improvements including Sidewalks, Group 1, Project No. B4-0511.**
2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **1,882,482.40 (One million, eight hundred eighty two thousand, four hundred eighty two dollars and forty 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).

PERFORMANCE BOND

Recitals:

1. **HILLCREST CONTRACTING, INC.** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Rubidoux Area, Street Improvements including Sidewalks, Group 1, Project No. B4-0511.**
2. FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a MARYLAND corporation (Surety), is the Surety under this Bond.

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **1,882,482.40 (One million, eight hundred eighty two thousand, four hundred eighty two dollars and forty 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 JUNE 2, 2010
HILLCREST CONTRACTING INC.

By [Signature]

By _____

Title Glenn J. Salsbury-President
"Contractor"

(Corporate Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [Signature]

Type Name CHARLES L. FLAKE
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 Orange

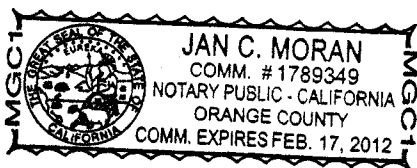
On 6-02-10 before me, Jan C. Moran, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Charles L. Flake
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 Jan C. Moran
Signature of Notary Public
Jan C. Moran

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

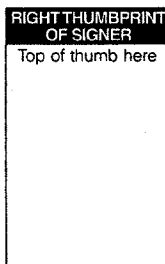
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

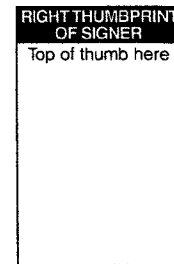
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Matthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

By:

William J. Mills

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

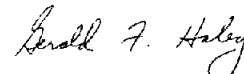
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 2ND day of JUNE, 2010


Assistant Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

ON June 3, 2010 before me, Michelle Santiago, Notary Public, personally appeared
Date Here Insert Name and title of the Officer

Glenn J. Salsbury, who proved to me on the basis of satisfactory evidence to be the
Name(s) of Signer(s)

person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his signature on the
instrument the person or entity upon behalf of which the person acted, executed the
instrument.

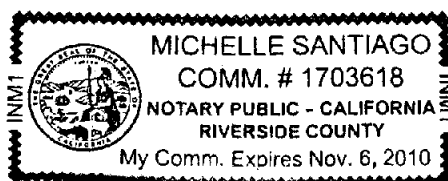
I certify under PENALTY OF PERJURY under the laws of the state of California that the
foregoing is true and correct.

Witness my hand and official seal

Michelle Santiago

Signature of Notary Public

Michelle Santiago, Notary Public



OPTIONAL

*Though law does not require the information below, it may prove valuable to persons
relying on the document and could prevent fraudulent removal of this form to another
document.*

Description of Attached Document: Performance Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer

Signer's Name: Glenn J. Salsbury

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

Signer is Representing: **HILLCREST CONTRACTING, INC.**



PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are HILLCREST 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 \$1,882,482.40 (One million, eight hundred eighty two thousand, four hundred eighty two dollars and forty 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 Rubidoux Area, Street Improvements including Sidewalks, Group 1, Project No. B4-0511.

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



PAYMENT BOND

BOND #7615914
PREMIUM INCLUDED IN
PERFORMANCE BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are HILLCREST CONTRACTING, INC., as Principal and Original Contractor and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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 \$1,882,482.40 (One million, eight hundred eighty two thousand, four hundred eighty two dollars and forty 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 Rubidoux Area, Street Improvements including Sidewalks, Group 1, Project No. B4-0511.

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.

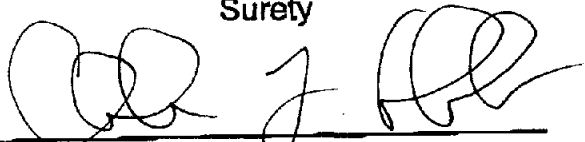
DATED: JUNE 2, 2010

HILLCREST CONTRACTING, INC.
Original Contractor - Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

By



Its Attorney In Fact

CHARLES L. FLAKE

(Corporate Seal)

By



Title Glenn J. Salsbury-President

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____

} ss. SURETY'S ACKNOWLEDGEMENT

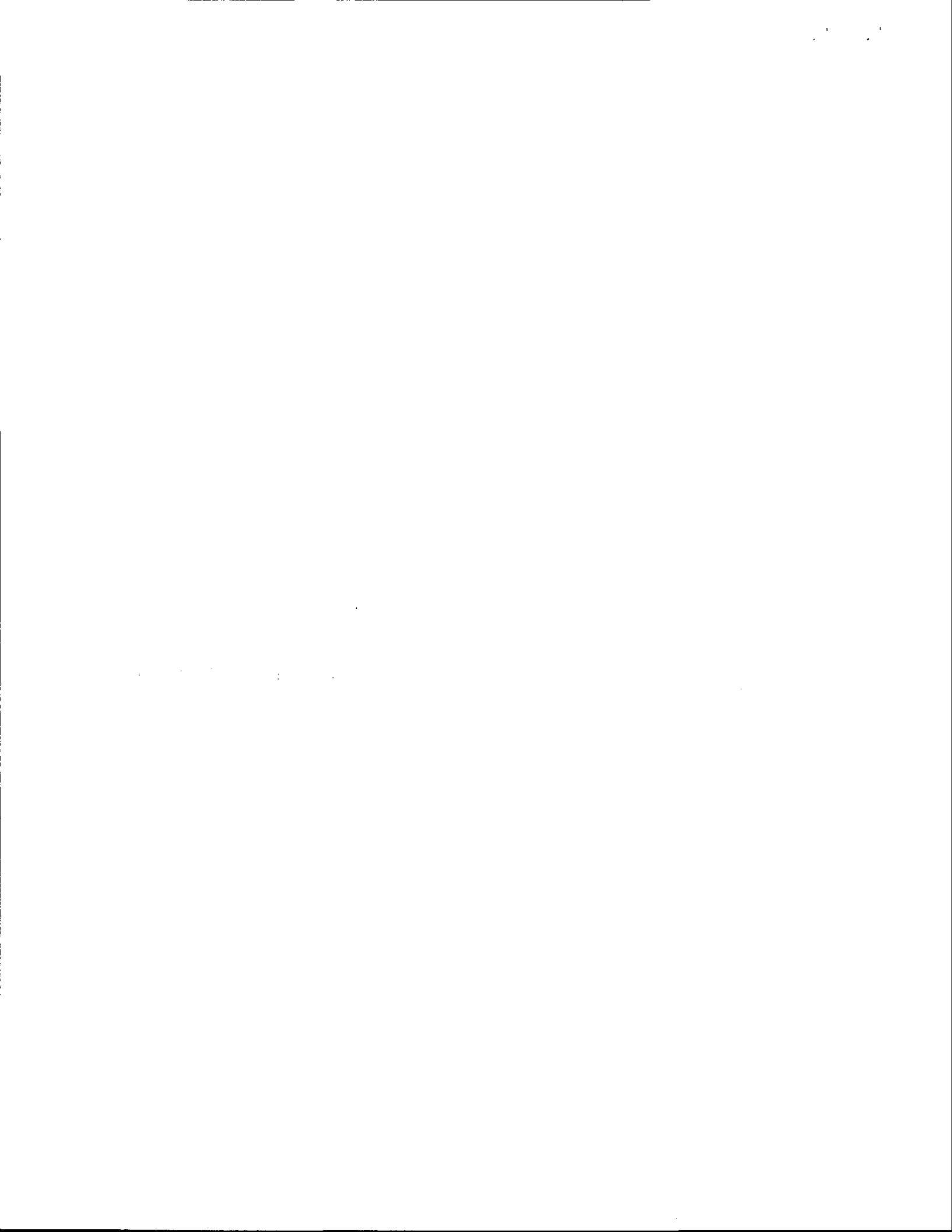
On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature 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. All signatures must be acknowledged. (Attach acknowledgements).



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 6-02-10 before me, Jan C. Moran, Notary Public

Date

Here Insert Name and Title of the Officer

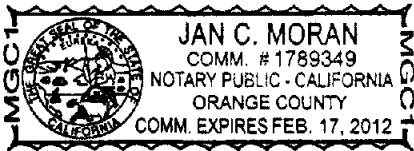
personally appeared Charles L. Flake

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 Jan C. Moran
Signature of Notary Public
Jan C. Moran

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

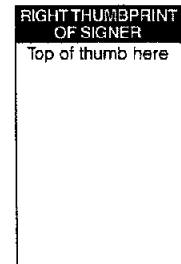
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



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CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

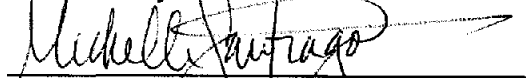
ON June 3, 2010 before me, Michelle Santiago, Notary Public, personally appeared
Date Here Insert Name and title of the Officer

Glenn J. Salsbury, who proved to me on the basis of satisfactory evidence to be the
Name(s) of Signer(s)

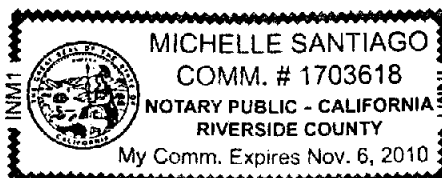
person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his signature on the
instrument the person or entity upon behalf of which the person acted, executed the
instrument.

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

Witness my hand and official seal



Signature of Notary Public
Michelle Santiago, Notary Public



OPTIONAL

*Though law does not require the information below, it may prove valuable to persons
relying on the document and could prevent fraudulent removal of this form to another
document.*

Description of Attached Document: Payment Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer

Signer's Name: Glenn J. Salsbury

Individual

Corporate Officer – Title(s): President

Partner - Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer is Representing: **HILLCREST CONTRACTING, INC.**



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Matthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

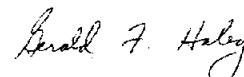
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 2ND day of JUNE, 2010 .


Assistant Secretary





CERTIFICATE OF LIABILITY INSURANCE

OP ID DS
HILLC-1

DATE (MM/DD/YYYY)

06/10/10

PRODUCER Arroyo/Knauf Ins. Services P. O. Box 41498 Los Angeles CA 90041-0498 Phone: 323-550-7900 Fax: 323-256-0800		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Hillcrest Contracting, Inc. P.O. Box 1898 1467 Circle City Drive Corona CA 92879-1898		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Interstate Fire & Casualty Co.	22829
		INSURER B: Peerless Insurance Company	24198
		INSURER C: Travelers Indemnity Co of CT	25682
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	SGL1002180	02/04/10	01/31/11	EACH OCCURRENCE	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				\$ 50,000	
		<input checked="" type="checkbox"/> XCU/CONTRACTUAL				MED EXP (Any one person)	\$ excluded
		<input checked="" type="checkbox"/> 5,000 DED BI & PD				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRIMARY NON-CONTRIBUTORY	PRODUCTS - COMP/OP AGG	\$ 2,000,000				
B	X	AUTOMOBILE LIABILITY	BA8739264	12/19/09	12/19/10	COMBINED SINGLE LIMIT (Ea accident)	
		<input checked="" type="checkbox"/> ANY AUTO				\$ 1,000,000	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS	PROPERTY DAMAGE (Per accident)	\$					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	X	EXCESS / UMBRELLA LIABILITY	PEX72728587	01/31/10	01/31/11	EACH OCCURRENCE	\$ 4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$	
		RETENTION \$NIL				\$	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	DTE-UB-0806P343-09	10/01/09	10/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
		If yes, describe under SPECIAL PROVISIONS below					
		OTHER				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		GL Blkt Add'l Insd	CG2010 1185	02/04/10	01/31/11		
A		Blkt Waiver form	CG2404 1093	02/04/10	01/31/11		

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

Re: Rubidoux Area Street Improvements, including Sidewalks, Group 1, Project No. B4-0511. The County Of Riverside, its' officers, directors, special districts, board of supervisors, employees, agents and representatives; Rubidoux Community Services District, its' officers, directors, agents and

***** Cont. - Page 2 *****

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

NOTEPAD

HOLDER CODE: PLYER04
INSURANCE: Public Contracting, Inc.

HILL-C-1
09/10/10

PAGE 3
DATE 06/10/10

employees; Southern California Edison Company, its' officers, directors, agents and employees are included as an additional insured as respects general liability per endorsement CG2010 11 85 attached. Coverage is primary and non-contributory per endorsement ICB-8001 04-05. Waiver transfer rights of recovery also applies per endorsement CG 2404 10 93 attached. 60 Days notice of cancellation applies per endorsement ICB-8011 04 05 attached. Same parties are included as additional insureds and a waiver of transfer rights of recovery also applies as respects auto liability per endorsement GECA 701 (01/07) attached. Same parties are included as additional insureds as respects excess liability per endorsement 00-FFX 3232 (2-04) attached. Excess liability follows form to underlying. Cancellation verbiage on page 1 of this certificate is amended per signed statement attached. Waiver of subrogation applies as respects Workers Compensation per endorsement WC 99 03 76 00) attached. Subject to all policy (ies) terms, conditions, limitations and exclusions. In the event of cancellation or non-renewal, 30 days written notice shall be given to the certificate holder. This certificate is a revision superseding certificate issued 6/03/2010.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 24 04 10 93

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 12:01 A.M. standard time	Policy No.	
Named Insured	Countersigned by	

(Authorized Representative)

SCHEDULE

Name of Person or Organization: Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV—COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.



AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY INSURANCE FOR AUTOMATIC STATUS ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If required under a written "insured contract" with you, paragraph a. **Primary Insurance** in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended by adding the following paragraph:

Notwithstanding the foregoing, the insurance afforded to any person or organization who has been added to this policy by an Automatic Status Additional Insured Endorsement is primary and non-contributory insurance, but only as respects "bodily injury" or "property damage" liability arising out of "your work" performed after the effective date of this policy under a written contract between you and such person or organization that requires you to maintain primary and non-contributory insurance and to include such person or organization as an additional insured thereunder.

A handwritten signature in black ink, appearing to be "H. M. O.", is written over a horizontal line.

All other terms and conditions of this policy remain unchanged.

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) if there is similar insurance or a self-insured retention plan available to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

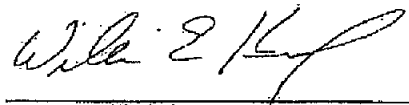
(a) an expressed provision of an "insured contract", or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) the permit has been issued to you.



Authorized Signature

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges, and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Equipment designed or used for the detection or location of radar.
 - c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
- (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. who is an insured, but only as respects the arising out of the operation, maintenance or use of a covered auto pursuant to the provisions of the insured contract, written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) - 001

POLICY NUMBER: #DTEUB0806P34309

**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 _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
FOR WHICH THE INSURED HAS
AGREED IN A WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
PROVIDE THIS WAIVER

Authorized Signature

DATE OF ISSUE:

ST ASSIGN:

ARROYO

INSURANCE SERVICES

February 5, 2010

Certificate Holder

Address, City, State & Zip Code: As shown on the Acord Certificate of Insurance

Re: Hillcrest Contracting, Inc.
General Liability, Interstate Fire & Casualty, Policy #SGL1002180
Effective February 4, 2010 to January 31, 2011

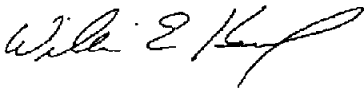
Excess Liability, Interstate Fire & Casualty Co., Policy #PFX72728587
Effective January 31, 2010 to January 31, 2011

Dear Sir/Madam:

As respects the certificate holder for certain work performed by the above referenced insured requiring amendment of the cancellation provision of 30 days written notice of any cancellation to exclude the "endeavor to" and "but failure to" wording contained in the cancellation provision, please be advised as follows:

It is agreed and understood that in the event of cancellation, Arroyo/Knauf Insurance Services will advise the certificate holder and that this shall not be the responsibility of the insurance companies referenced above.

Sincerely,



Principal

Company Profile

PEERLESS INSURANCE COMPANY

175 BERKELEY STREET

BOSTON, MA 02116

800-228-7830

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 #:	24198
NAIC Group #:	<u>0111</u>
California Company ID #:	1234-4
Date authorized in California:	June 12, 1939
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

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

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)
Old Name: EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Effective Date: 09-12-1995
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 Profile

FIREMAN'S FUND INSURANCE COMPANY

777 SAN MARIN DRIVE

NOVATO, CA 94998

800-527-5787

Former Names for Company

Old Name: HOME MUTUAL INSURANCE COMPANY

Effective Date: 12-20-1990

Old Name: HOME F & MARINE INS. CO OF CA

Effective Date: 01-01-1966

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017
 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH ST LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	21873
NAIC Group #:	0761
California Company ID #:	0091-9
Date authorized in California:	June 24, 1868
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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

