

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

964/A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 19, 2010

SUBJECT: Construction of street improvements for the Mecca Streets Revitalization Project - Phase 2, including 3rd Street, 4th Street, 5th Street, Coahuilla Street, Date Palm Street, Brown Street, Dale Kiler Road and Hammond Road, in the unincorporated community of Mecca.

RECOMMENDED MOTION: That the Board accept the low bid of Hazard Construction of San Diego, CA in the amount of \$4,067,000. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents. Amend the County's Transportation Improvement Program (TIP) by approval of the project's proposed budget as shown on Attachment "A".

BACKGROUND: By Minute Order dated April 20, 2010 (agenda item 3.69) the Board


Juan C. Perez
Director of Transportation

JCP:jj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 4,067,000	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 funds (RDA) (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL L. VICTOR
DATE: 8/2/10

Departmental Concurrence

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

Prev. Agn. Ref. 4/20/10 (3.69)

District: 4

Agenda Number:

3.78

The Honorable Board of Supervisors

RE: Construction of street improvements for the Mecca Streets Revitalization Project - Phase 2, including 3rd Street, 4th Street, 5th Street, Coahuilla Street, Date Palm Street, Brown Street, Dale Kiler Road and Hammond Road, in the unincorporated community of Mecca.

August 19, 2010

Page 2 of 2

authorized the Clerk of the Board to advertise for the construction of street improvements for the Mecca Streets Revitalization Project - Phase 2, including 3rd Street, 4th Street, 5th Street, Coahuilla Street, Date Palm Street, Brown Street, Dale Kiler Road and Hammond Road, in the unincorporated community of Mecca. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, May 26, 2010. Six bids were received. The Transportation Department's established basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest and best total bid was submitted by Hazard Construction in the amount of \$4,067,000. The bid is \$1,633,325 (29%) below the Engineer's Estimate.

As a continuation of the street revitalization in downtown, the Mecca phase 2 project includes improvements on following streets.

ROAD:	FROM:	TO:
3rd Street	Hammond Road	Home Avenue
4th Street	West of Coahuilla Street	East of Dale Kiler Road
5 th Street	Hammond Road	Dale Kiler Road
Coahuilla Street	2 nd Street	5th Street
Date Palm Street	2 nd Street	5th Street
Brown Street	2 nd Street	5th Street
Dale Kiler Road	2 nd Street	5th Street
Hammond Road	5 th Street	300 feet Southerly

The improvements will benefit the property owners, residents and users of these streets. These improvements include, but are not limited to, curb and gutter, street drainage, reconstruction of the existing pavement, road enhancements for pedestrian access, the addition of a sidewalks and the replacement of street lighting.

The proposed work will be funded by the Redevelopment Agency through a cooperative agreement that has been submitted to the Board of Supervisors for execution concurrent with the award of the construction contract.

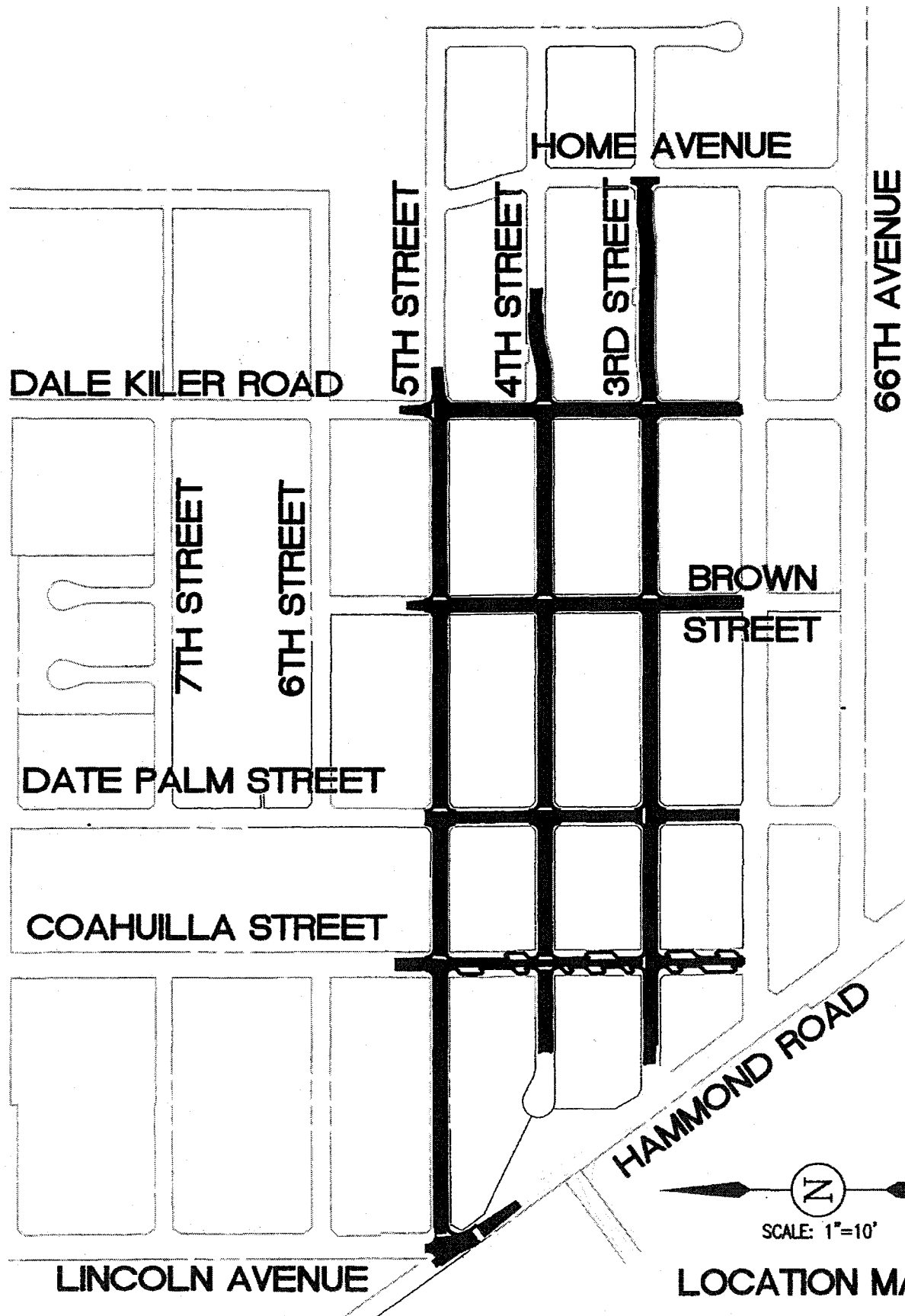
The project is expected to be completed within the proposed budget, as shown on Attachment "A" which was prepared in coordination with the cooperative agreement.

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

The Contractor is qualified.

Project Number: X1005

MECCA STREETS REVITALIZATION PROJECT PHASE 2



Riverside County Transportation Department

Project No.(s): **X1005**

Project Costs and Budget

Project Funding

Totals	5,867,000
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Notes:

1. This project number, X1005, includes construction-related work for Mecca Phase 2. Engineering design and environmental services for Phases 1 through 4 are covered under the separate project number X1002.
2. This project includes the replacement of an existing residential street light system. Fees for engineering and construction that are payable directly to IID are to be paid by Riv. Co. EDA, and are not included in the costs above.
3. All necessary right-of-way engineering and acquisition of road easements and temporary construction easements are to be acquired by Riv. Co. EDA and are not included in the above costs.
4. A reimbursement agreement between RDA (EDA) and County (Transportation) will be taken to the Board prior to or concurrent with the award of the construction contract for Phase 2.

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:	Hazard Construction
Vendor/Lessor Location:	San Diego, CA

Minority Status:

☐ M ☐ W ☐ DV ☒ None

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: \$ 4,067,000.00 to \$ 5,757,575.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: \$ 4,067,000.00 to \$ 5,757,575.00

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

Advertised: April 20, 2010 (Agenda Item: 3.69)
Bids Open: 2 pm Date: Wednesday, May 26, 2010

PROJECT: Mecca Area Streets Revitalization Project, Phase 2
3rd St., 4th St., 5th St., Coahuilla St., Date Palm St., Brown St., Dale Killer Rd., & Hammond Rd.

PROJECT NO. X1005

COUNTY'S ESTIMATE				Hazard Construction San Diego, CA 92121				
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	999890	MOBILIZATION	LS	1	100,000.00	100,000.00	100,000.00	100,000.00
2	066102	DUST ABATEMENT	LS	1	40,000.00	40,000.00	35,000.00	35,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	40,000.00	40,000.00	20,000.00	20,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	75,000.00	75,000.00	20,000.00	20,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	150,000.00	150,000.00	103,492.00	103,492.00
6	160101	CLEARING AND GRUBBING	LS	1	80,000.00	80,000.00	100,000.00	100,000.00
7	190101	ROADWAY EXCAVATION	CY	34,000	25.00	850,000.00	13.00	442,000.00
8	390130	HOT ASPHALT MIX	TON	7,500	70.00	525,000.00	81.00	607,500.00
9	260201	CLASS 2 AGGREGATE BASE	CY	27,000	35.00	945,000.00	22.00	594,000.00
10	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	18,500	12.00	222,000.00	11.20	207,200.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	25	25.00	625.00	14.00	350.00
12	---	[ITEM DELETED BY ADDENDUM]	--	---	---	---	---	---
13	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	1,200	20.00	24,000.00	10.00	12,000.00
14	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	250	25.00	6,250.00	4.00	1,000.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212, MODIFIED) (3")	LF	210	25.00	5,250.00	5.00	1,050.00
16	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQFT	85,000	4.00	340,000.00	2.50	212,500.00
17	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED]	EA	32	2,000.00	64,000.00	1,500.00	48,000.00
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	17	2,000.00	34,000.00	1,300.00	22,100.00
19	017302	MINOR CONCRETE (CROSS GUTTER) (CRS 209)	SQFT	11,500	10.00	115,000.00	5.80	66,700.00
20	731517	MINOR CONCRETE (GUTTER) (3' WIDE VALLEY GUTTER)	SQFT	2,500	10.00	25,000.00	5.00	12,500.00
21	731517	MINOR CONCRETE (GUTTER) (LOW WATER CROSSING GUTTER W/ GRATED LINE DRAIN PER DETAIL)	SQFT	1,000	15.00	15,000.00	14.00	14,000.00
22	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	SQFT	32,000	10.00	320,000.00	3.20	102,400.00
23	731519	MINOR CONCRETE (STAMPED CONCRETE) (DECORATIVE COLORED HARDSCAPE)	SQFT	2,200	15.00	33,000.00	8.00	17,600.00
24	510502	MINOR CONCRETE (MINOR STRUCTURE) (UNDERSIDEWALK DRAIN) (CRS 309, MODIFIED)	EA	3	1,200.00	3,600.00	3,300.00	9,900.00
25	000003	DRIVEWAY TIE-IN [0.33' PCC]	SQFT	29,000	4.00	116,000.00	2.40	69,600.00
26	377501	SLURRY SEAL (TYPE I) [RUBBERIZED]	SQFT	27,000	2.00	54,000.00	0.70	18,900.00
27	000003	REMOVE EXISTING FENCE/REPLACE WITH TUBULAR STEEL FENCE	LF	1,700	60.00	102,000.00	66.00	112,200.00
28	000003	REMOVE/REPLACE EXISTING FENCEWALL	LF	1,200	100.00	120,000.00	135.00	162,000.00
29	198200	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS)	SQYD	42,000	7.00	294,000.00	6.00	252,000.00
30	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	8,600	1.00	8,600.00	0.30	2,580.00
31	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	4,800	4.00	19,200.00	1.50	7,200.00
32	568023	ROADSIDE SIGN - ONE POST	EA	9	300.00	2,700.00	250.00	2,250.00
33	152390	RELOCATE ROADSIDE SIGN	EA	32	150.00	4,800.00	100.00	3,200.00
34	850102	PAVEMENT MARKER (BLUE REFLECTIVE)	EA	50	8.00	400.00	10.00	500.00
35	000003	MISCELLANEOUS DIRECTED WORK	FA	1	375,000.00	375,000.00	375,000.00	375,000.00
36	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM]	LS	1	500,000.00	500,000.00	267,000.00	267,000.00
37	721501	CONCRETE-ROCK SLOPE PROTECTION [COBBLE, METHOD A]	CY	10	500.00	5,000.00	270.00	2,700.00
38	198005	IMPORTED GRANULAR MATERIAL (DECOMPOSED GRANITE)	CY	25	250.00	6,250.00	160.00	4,000.00
39	198021	IMPORTED ROCKY MATERIAL (DECORATIVE LANDSCAPE BOULDERS)	EA	33	50.00	1,650.00	66.00	2,178.00
40	401000	CONCRETE PAVEMENT [0.50' THICK]	SQFT	13,000	6.00	78,000.00	2.80	36,400.00
PROJECT TOTAL						5,700,325.00		4,067,000.00
ITEMS 1-40								

Riverside County Transportation Department Summary of Bids

Advertised: April 20, 2010 (Agenda Item: 3.69)
Bids Open: 2 pm Date: Wednesday, May 26, 2010

PROJECT: Mecca Area Streets Revitalization Project, Phase 2
3rd St., 4th St., 5th St., Coahuilla St., Date Palm St., Brown St., Dale Killer Rd., & Hammond Rd.

PROJECT NO. X1005

				Skanska USA Civil West Riverside, CA 92509-2405			Granite Construction Company Indio, CA 92203		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE	
1	999990	MOBILIZATION	LS	1	100,000.00	100,000.00	100,000.00	100,000.00	
2	066102	DUST ABATEMENT	LS	1	20,000.00	20,000.00	5,500.00	5,500.00	
3	170101	DEVELOP WATER SUPPLY	LS	1	20,000.00	20,000.00	29,000.00	29,000.00	
4	074020	WATER POLLUTION CONTROL	LS	1	35,000.00	35,000.00	1,000.00	1,000.00	
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	30,000.00	30,000.00	77,000.00	77,000.00	
6	160101	CLEARING AND GRUBBING	LS	1	100,000.00	100,000.00	100,000.00	100,000.00	
7	190101	ROADWAY EXCAVATION	CY	34,000	17.50	595,000.00	22.00	748,000.00	
8	390130	HOT ASPHALT MIX	TON	7,500	76.00	570,000.00	68.00	510,000.00	
9	260201	CLASS 2 AGGREGATE BASE	CY	27,000	25.75	695,250.00	25.00	675,000.00	
10	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	18,500	13.50	249,750.00	12.00	222,000.00	
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	25	20.00	500.00	45.00	1,125.00	
12	---	[ITEM DELETED BY ADDENDUM]	---	---	---	---	---	---	
13	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	1,200	17.00	20,400.00	19.00	22,800.00	
14	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	250	6.00	1,500.00	5.00	1,250.00	
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212, MODIFIED) (3")	LF	210	6.00	1,260.00	5.00	1,050.00	
16	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQFT	85,000	3.00	255,000.00	2.40	204,000.00	
17	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED]	EA	32	1,650.00	52,800.00	2,700.00	86,400.00	
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	17	1,650.00	28,050.00	1,800.00	30,600.00	
19	017302	MINOR CONCRETE (CROSS GUTTER) (CRS 209)	SQFT	11,500	6.50	74,750.00	11.00	126,500.00	
20	731517	MINOR CONCRETE (GUTTER) (3" WIDE VALLEY GUTTER)	SQFT	2,500	7.00	17,500.00	4.50	11,250.00	
21	731517	MINOR CONCRETE (GUTTER) (LOW WATER CROSSING GUTTER W/ GRATED LINE DRAIN PER DETAIL)	SQFT	1,000	13.00	13,000.00	10.00	10,000.00	
22	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	SQFT	32,000	5.25	168,000.00	2.70	86,400.00	
23	731519	MINOR CONCRETE (STAMPED CONCRETE) (DECORATIVE COLORED HARDSCAPE)	SQFT	2,200	11.00	24,200.00	8.00	17,600.00	
24	510502	MINOR CONCRETE (MINOR STRUCTURE) (UNDERSIDEWALK DRAIN) (CRS 309, MODIFIED)	EA	3	2,800.00	8,400.00	470.00	1,410.00	
25	000003	DRIVEWAY TIE-IN [0.33' PCC]	SQFT	29,000	3.50	101,500.00	3.00	87,000.00	
26	377501	SLURRY SEAL (TYPE I) [RUBBERIZED]	SQFT	27,000	1.00	27,000.00	0.85	22,950.00	
27	000003	REMOVE EXISTING FENCE/REPLACE WITH TUBULAR STEEL FENCE	LF	1,700	80.00	136,000.00	86.00	146,200.00	
28	000003	REMOVE/REPLACE EXISTING FENCE/WALL	LF	1,200	100.00	120,000.00	225.00	270,000.00	
29	198200	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS)	SQYD	42,000	7.50	315,000.00	8.00	336,000.00	
30	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	8,600	0.25	2,150.00	0.30	2,580.00	
31	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	4,800	2.50	12,000.00	3.25	15,600.00	
32	568023	ROADSIDE SIGN - ONE POST	EA	9	260.00	2,340.00	410.00	3,690.00	
33	152390	RELOCATE ROADSIDE SIGN	EA	32	100.00	3,200.00	230.00	7,360.00	
34	850102	PAVEMENT MARKER (BLUE REFLECTIVE)	EA	50	6.00	300.00	11.00	550.00	
35	000003	MISCELLANEOUS DIRECTED WORK	FA	1	375,000.00	375,000.00	375,000.00	375,000.00	
36	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM]	LS	1	235,000.00	235,000.00	274,460.00	274,460.00	
37	721501	CONCRETE-ROCK SLOPE PROTECTION [COBBLE, METHOD A]	CY	10	350.00	3,500.00	700.00	7,000.00	
38	198005	IMPORTED GRANULAR MATERIAL (DECOMPOSED GRANITE)	CY	25	100.00	2,500.00	150.00	3,750.00	
39	198021	IMPORTED ROCKY MATERIAL (DECORATIVE LANDSCAPE BOULDERS)	EA	33	280.00	9,240.00	75.00	2,475.00	
40	401000	CONCRETE PAVEMENT (0.50" THICK)	SQFT	13,000	5.75	74,750.00	3.50	45,500.00	
PROJECT TOTAL						4,499,840.00		4,668,000.00	
ITEMS 1-40									

Riverside County Transportation Department Summary of Bids

Advertised: April 20, 2010 (Agenda Item: 3.69)
Bids Open: 2 pm Date: Wednesday, May 26, 2010

PROJECT: Mecca Area Streets Revitalization Project, Phase 2
3rd St., 4th St., 5th St., Coahuilla St., Date Palm St., Brown St., Dale Killer Rd., & Hammond Rd.

PROJECT NO. X1005

			USS Cal Builders Inc. Stanton, CA 90680			Dateland Construction Company Indio, CA 92201		
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	999990	MOBILIZATION	LS	1	100,000.00	100,000.00	125,000.00	125,000.00
2	066102	DUST ABATEMENT	LS	1	33,600.00	33,600.00	146,000.00	146,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	28,000.00	28,000.00	48,300.00	48,300.00
4	074020	WATER POLLUTION CONTROL	LS	1	39,200.00	39,200.00	43,400.00	43,400.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	106,400.00	106,400.00	73,000.00	73,000.00
6	180101	CLEARING AND GRUBBING	LS	1	1,000.00	1,000.00	329,800.00	329,800.00
7	190101	ROADWAY EXCAVATION	CY	34,000	21.00	714,000.00	21.70	737,800.00
8	390130	HOT ASPHALT MIX	TON	7,500	87.00	652,500.00	76.90	576,750.00
9	280201	CLASS 2 AGGREGATE BASE	CY	27,000	35.00	945,000.00	27.15	733,050.00
10	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	18,500	12.00	222,000.00	10.50	194,250.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	25	20.00	500.00	26.25	656.25
12	---	[ITEM DELETED BY ADDENDUM]	---	---	---	---	---	---
13	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	1,200	12.00	14,400.00	12.60	15,120.00
14	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	250	14.00	3,500.00	20.70	5,175.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212, MODIFIED) (3")	LF	210	12.00	2,520.00	20.50	4,305.00
16	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQFT	85,000	3.00	255,000.00	2.42	205,700.00
17	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED]	EA	32	1,200.00	38,400.00	1,800.00	57,600.00
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	17	1,200.00	20,400.00	1,700.00	28,900.00
19	017302	MINOR CONCRETE (CROSS GUTTER) (CRS 209)	SQFT	11,500	5.00	57,500.00	8.20	94,300.00
20	731517	MINOR CONCRETE (GUTTER) (3' WIDE VALLEY GUTTER)	SQFT	2,500	6.00	15,000.00	8.20	20,500.00
21	731517	MINOR CONCRETE (GUTTER) (LOW WATER CROSSING GUTTER W/ GRATED LINE DRAIN PER DETAIL)	SQFT	1,000	8.00	8,000.00	16.42	16,420.00
22	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	SQFT	32,000	5.00	160,000.00	4.60	147,200.00
23	731519	MINOR CONCRETE (STAMPED CONCRETE) (DECORATIVE COLORED HARDSCAPE)	SQFT	2,200	8.00	17,600.00	5.90	12,980.00
24	510502	MINOR CONCRETE (MINOR STRUCTURE) (UNDERSIDEWALK DRAIN) (CRS 309, MODIFIED)	EA	3	5,000.00	15,000.00	2,950.00	8,850.00
25	000003	DRIVEWAY TIE-IN [0.33' PCC]	SQFT	29,000	3.00	87,000.00	4.15	120,350.00
26	377501	SLURRY SEAL (TYPE I) [RUBBERIZED]	SQFT	27,000	0.25	6,750.00	0.95	25,650.00
27	000003	REMOVE EXISTING FENCE/REPLACE WITH TUBULAR STEEL FENCE	LF	1,700	95.00	161,500.00	62.00	105,400.00
28	000003	REMOVE/REPLACE EXISTING FENCEWALL	LF	1,200	190.00	228,000.00	117.00	140,400.00
29	198200	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS)	SQYD	42,000	8.00	336,000.00	10.00	420,000.00
30	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	8,600	0.50	4,300.00	0.33	2,838.00
31	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	4,800	2.00	9,600.00	1.58	7,584.00
32	588023	ROADSIDE SIGN - ONE POST	EA	9	300.00	2,700.00	262.00	2,358.00
33	152390	RELOCATE ROADSIDE SIGN	EA	32	120.00	3,840.00	105.00	3,360.00
34	850102	PAVEMENT MARKER (BLUE REFLECTIVE)	EA	50	15.00	750.00	10.50	525.00
35	000003	MISCELLANEOUS DIRECTED WORK	FA	1	375,000.00	375,000.00	375,000.00	375,000.00
36	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM]	LS	1	260,000.00	260,000.00	225,000.00	225,000.00
37	721501	CONCRETE-ROCK SLOPE PROTECTION [COBBLE, METHOD A]	CY	10	840.00	8,400.00	274.00	2,740.00
38	198005	IMPORTED GRANULAR MATERIAL (DECOMPOSED GRANITE)	CY	25	200.00	5,000.00	147.00	3,675.00
39	198021	IMPORTED ROCKY MATERIAL (DECORATIVE LANDSCAPE BOULDERS)	EA	33	300.00	9,900.00	99.00	3,267.00
40	401000	CONCRETE PAVEMENT (0.50' THICK)	SQFT	13,000	6.00	78,000.00	4.80	62,400.00
PROJECT TOTAL						5,026,260.00		5,125,603.25
ITEMS 1-40								

Riverside County Transportation Department Summary of Bids

Advertised: April 20, 2010 (Agenda Item: 3.69)
Bids Open: 2 pm Date: Wednesday, May 26, 2010

PROJECT: Mecca Area Streets Revitalization Project, Phase 2
3rd St., 4th St., 5th St., Coahuilla St., Date Palm St., Brown St., Dale Killer Rd., & Hammond Rd.

PROJECT NO. X1005

Match Corporation San Bernardino, CA 92412						
ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	BID UNIT PRICE	BID ESTIMATE
1	999990	MOBILIZATION	LS	1	433,012.50	433,012.50
2	066102	DUST ABATEMENT	LS	1	15,000.00	15,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	15,000.00	15,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	25,000.00	25,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	15,000.00	15,000.00
6	180101	CLEARING AND GRUBBING	LS	1	175,000.00	175,000.00
7	190101	ROADWAY EXCAVATION	CY	34,000	20.00	680,000.00
8	390130	HOT ASPHALT MIX	TON	7,500	71.00	532,500.00
9	280201	CLASS 2 AGGREGATE BASE	CY	27,000	29.00	783,000.00
10	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	18,500	16.50	305,250.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	25	77.00	1,925.00
12	---	[ITEM DELETED BY ADDENDUM]	---	---	---	---
13	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	1,200	32.00	38,400.00
14	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	250	18.50	4,625.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212, MODIFIED) (3")	LF	210	18.50	3,885.00
16	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQFT	85,000	3.40	289,000.00
17	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209) [MODIFIED]	EA	32	1,300.00	41,600.00
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403-CASE B)	EA	17	1,300.00	22,100.00
19	017302	MINOR CONCRETE (CROSS GUTTER) (CRS 209)	SQFT	11,500	7.25	83,375.00
20	731517	MINOR CONCRETE (GUTTER) (3' WIDE VALLEY GUTTER)	SQFT	2,500	10.00	25,000.00
21	731517	MINOR CONCRETE (GUTTER) (LOW WATER CROSSING GUTTER W/ GRATED LINE DRAIN PER DETAIL)	SQFT	1,000	19.50	19,500.00
22	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	SQFT	32,000	8.50	272,000.00
23	731519	MINOR CONCRETE (STAMPED CONCRETE) (DECORATIVE COLORED HARDSCAPE)	SQFT	2,200	10.00	22,000.00
24	510502	MINOR CONCRETE (MINOR STRUCTURE) (UNDERSIDEWALK DRAIN) (CRS 309, MODIFIED)	EA	3	4,800.00	14,400.00
25	000003	DRIVEWAY TIE-IN [0.33' PCC]	SQFT	29,000	10.75	311,750.00
26	377501	SLURRY SEAL (TYPE I) [RUBBERIZED]	SQFT	27,000	0.95	25,650.00
27	000003	REMOVE EXISTING FENCE/REPLACE WITH TUBULAR STEEL FENCE	LF	1,700	84.00	142,800.00
28	000003	REMOVE/REPLACE EXISTING FENCEWALL	LF	1,200	250.00	300,000.00
29	198200	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS)	SQYD	42,000	10.00	420,000.00
30	840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	8,600	0.50	4,300.00
31	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING	SQFT	4,800	2.75	13,200.00
32	568023	ROADSIDE SIGN - ONE POST	EA	9	275.00	2,475.00
33	152390	RELOCATE ROADSIDE SIGN	EA	32	175.00	5,600.00
34	850102	PAVEMENT MARKER (BLUE REFLECTIVE)	EA	50	5.25	262.50
35	000003	MISCELLANEOUS DIRECTED WORK	FA	1	375,000.00	375,000.00
36	860401	LIGHTING [RESIDENTIAL STREET LIGHT SYSTEM]	LS	1	250,000.00	250,000.00
37	721501	CONCRETE-ROCK SLOPE PROTECTION [COBBLE, METHOD A]	CY	10	700.00	7,000.00
38	198005	IMPORTED GRANULAR MATERIAL (DECOMPOSED GRANITE)	CY	25	155.00	3,875.00
39	198021	IMPORTED ROCKY MATERIAL (DECORATIVE LANDSCAPE BOULDERS)	EA	33	230.00	7,590.00
40	401000	CONCRETE PAVEMENT (0.50' THICK)	SQFT	13,000	5.50	71,500.00
PROJECT TOTAL						5,757,575.00
ITEMS 1-40						

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 **HAZARD CONSTRUCTION COMPANY** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **MECCA AREA, STREETS REVITALIZATION PROJECT, PHASE-2, Project No. X1005**, 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) Addendas **(1,2 & 3)**. (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.

MECCA AREA STREETS REVITALIZATION PROJECT - PHASE 2

3rd Street, 4th Street, 5th Street, Coahuilla Street, Date Palm Street, Brown Street, Dale Killer Road, and Hammond Road,

Project No. X1005

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1	100,000.00	100,000.00
2	066102	DUST ABATEMENT	LS	1	35,000.00	35,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	20,000.00	20,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	20,000.00	20,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	103,492.00	103,492.00
6	160101	CLEARING AND GRUBBING	LS	1	100,000.00	100,000.00
7	190101	ROADWAY EXCAVATION	CY	34,000	13.00	442,000.00
8	390130	HOT MIX ASPHALT	TON	7,500	81.00	607,500.00
9	260201	CLASS 2 AGGREGATE BASE	CY	27,000	22.00	594,000.00
10	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 200)	LF	18,500	11.20	207,200.00
11	017304	MINOR CONCRETE (CURB AND GUTTER) (CRS 201)	LF	25	14.00	350.00
12	-----	[ITEM DELETED BY ADDENDUM]	---	---	---	---
13	017309	MINOR CONCRETE (TYPE D CURB) (CRS 204)	LF	1,200	10.00	12,000.00
14	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212) (6")	LF	250	4.00	1,000.00
15	013903	PLACE ASPHALT CONCRETE DIKE (CRS 212, MODIFIED) (3")	LF	210	5.00	1,050.00
16	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQFT	85,000	2.50	212,500.00
17	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	32	1,500.00	48,000.00
18	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	EA	17	1,300.00	22,100.00
19	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	11,500	5.80	66,700.00
20	731517	MINOR CONCRETE (GUTTER) (3' WIDE VALLEY GUTTER)	SQFT	2,500	5.00	12,500.00
21	731517	MINOR CONCRETE (GUTTER) (LOW WATER CROSSING GUTTER W/ GRATED LINE DRAIN PER DETAIL)	SQFT	1,000	14.00	14,000.00

**AGREEMENT
(CONTINUED)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
22	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	SQFT	32,000	3.20	102,400.00
23	731519	MINOR CONCRETE (STAMPED CONCRETE) (DECORATIVE COLORED HARDSCAPE)	SQFT	2,200	8.00	17,600.00
24	510502	MINOR CONCRETE (MINOR STRUCTURE) (UNDERSIDEWALK DRAIN) (CRS 309, MODIFIED)	EA	3	3,300.00	9,900.00
25	000003	DRIVEWAY TIE-IN [0.33' PCC]	SQFT	29,000	2.40	69,600.00
26	377501	SLURRY SEAL 9TYPE I) [RUBBERIZED]	SQFT	27,000	0.70	18,900.00
27	000003	REMOVE EXISTING FENCE/REPLACE WITH TUBULAR STEEL FENCE	LF	1,700	66.00	112,200.00
28	000003	REMOVE/REPLACE EXISTING FENCE/WALL	LF	1,200	135.00	162,000.00
29	198200	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS)	SQYD	42,000	6.00	252,000.00
30	840656	PAINT TRAFFIC STRIPE (2 COAT)	LF	8,600	0.30	2,580.00
31	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS	SQFT	4,800	1.50	7,200.00
32	568023	ROADSIDE SIGN - ONE POST	EA	9	250.00	2,250.00
33	152390	RELOCATE ROADSIDE SIGN	EA	32	100.00	3,200.00
34	850102	PAVEMENT MARKER (BLUE REFLECTIVE)	EA	50	10.00	500.00
35	000003	MISCELLANEOUS DIRECTED WORK	FA	1	375,000.00	375,000.00
36	860401	LIGHTING [RESIDENTIAL STREET LIGHTING SYSTEM]	LS	1	267,000.00	267,000.00
37	721501	CONCRETED-ROCK SLOPE PROTECTION [COBBLE, METHOD A]	CY	10	270.00	2,700.00
38	198005	IMPORTED GRANULAR MATERIAL (DECOMPOSED GRANITE)	CY	25	160.00	4,000.00
39	198021	IMPORTED ROCKY MATERIAL (DECORATIVE LANDSCAPE BOULDERS)	EA	33	66.00	2,178.00
40	401000	CONCRETE PAVEMENT (0.50' THICK)	SQFT	13,000	2.80	36,400.00

PROJECT TOTAL: Four million, sixty seven thousand dollars & zero cents
ITEMS 1-40 WORDS

\$4,067,000.00

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

COUNTY OF RIVERSIDE

HAZARD CONSTRUCTION COMPANY.

BY _____
Chairman, Board of Supervisors

BY _____

Dated _____

TITLE: JAMES F. HANCOCK, PRESIDENT
(If Corporation, Affix Seal)

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. 750542 A

Federal Employer Identification Number:

33 - 080 77 34

BY _____
"County"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On July 7, 2010 before me, Sandra Kostyrka, Notary Public
Date NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
personally appeared Jason A. Mordhorst
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.

Sandra Kostyrka (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAMES OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Secretary's Certificate

The undersigned, W.S. Rogers, Secretary of Hazard Construction Company, a California Corporation, (the "Corporation"), does hereby certify that the following are true and complete resolutions which were unanimously adopted at a special meeting of the Board of Directors of the Corporation on the fifth day of April 2010, and that such resolutions have not been amended or modified and continue to be in full force and effect as of this date:

RESOLVED, that the Corporation execute and deliver certain contracts in the form required.

FURTHER RESOLVED, that the Chairman, President, or the Executive Vice President, or in their absence, either of the Vice Presidents, or in their absence the Treasurer, be and hereby is authorized and empowered in the name and on behalf of this Corporation to execute contracts and to deliver the contracts on behalf of the Corporation and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the contracts, including, but not limited to executing and delivering all agreements and documents contemplated by the contracts.

In witness whereof, I have hereunder set my hand as Secretary of the above Corporation this fifth day of April 2010.


Secretary

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **HAZARD CONSTRUCTION COMPANY**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for \$ **4,067,000.00 (Four million, sixty seven thousand dollars and zero 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 **Mecca Area, Streets Revitalization Project , Phase-2, Project No. X1005.**

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

PERFORMANCE BOND

Recitals:

1. **HAZARD CONSTRUCTION COMPANY** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Mecca Area, Streets Revitalization Project, Phase – 2, Project No. X1005.**
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 **\$ 4,067,000.00 (Four million, sixty seven thousand dollars and zero 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. **HAZARD CONSTRUCTION COMPANY** (Contractor) has entered into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as **Mecca Area, Streets Revitalization Project, Phase - 2, Project No. X1005.**
2. Travelers Casualty and Surety Company of America, 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 **\$ 4,067,000.00 (Four million, sixty seven thousand dollars and zero 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 23, 2010
Hazard Construction Company

By _____

By _____

Title JEFFREY M. HAZARD, PRESIDENT
"Contractor"

(Corporate Seal)

Travelers Casualty and Surety Company of America

By Tara Bacon

Type Name Tara Bacon, Attorney-in-Fact
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 San Diego

On July 7, 2010 before me, Sandra Kostyrka, Notary Public
Date NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Jason A. Mordhorst
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.

 (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAMES OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ACKNOWLEDGMENT

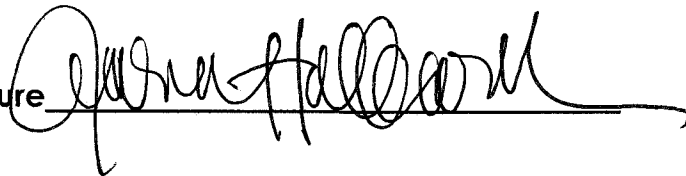
State of California
County of San Diego

On June 23, 2010 before me, Maria Hallmark, Notary Public, personally appeared Tara Bacon, 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.

Signature



(Seal)



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 222176

Certificate No. 003510444

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

Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, Bradley R. Orr, and Kyle King

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of February, 2010.

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

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



State of Connecticut
 City of Hartford ss.

By: _____

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 25th day of February, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **HAZARD CONSTRUCTION COMPANY**, as Principal and Original Contractor and Travelers Casualty and Surety Company of America, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and **COUNTY OF RIVERSIDE** a public entity, as Owner, for \$ **4,067,000.00 (Four million, sixty seven thousand dollars and zero 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 **Mecca Area, Streets Revitalization Project , Phase-2, Project No. X1005.**

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 23, 2010Travelers Casualty and Surety Company of America

Surety

By Tara Bacon

Tara Bacon, Its Attorney In Fact

(Corporate Seal)

Hazard Construction Company

Original Contractor / Principal

By JASON A. FOUNDERTitle JASON A. FOUNDER, ACT. VICE PRESIDENT

(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF

} ss. SURETY'S ACKNOWLEDGEMENT

On June 23, 2010 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 San Diego

On July 7, 2010 before me, Sandra Kostyrka, Notary Public
Date NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"
personally appeared Jason A. Mordhorst
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.

 (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL

Though the data below is not required by law. It may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAMES OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ACKNOWLEDGMENT

State of California
County of San Diego

On June 23, 2010 before me, Maria Hallmark, Notary Public, personally appeared Tara Bacon, 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.

Signature



(Seal)

TRAVELERS**POWER OF ATTORNEY**

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

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

Attorney-In Fact No. 222176

Certificate No. 003510445

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

Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, Bradley R. Orr, and Kyle King

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of February, 2010.

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

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



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 25th day of February, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

Company Profile

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

One Tower Square, 4MN Travelers / Mary T. Restelli
Hartford, CT 06183
877-872-8737

Former Names for Company

Old Name: TRAVELERS CASUALTY AND SURETY COMPANY OF ILLINOIS

Effective Date: 01-12-2005

Old Name: AETNA CASUALTY & SURETY COMPANY OF ILLINOIS

Effective Date: 07-01-1997

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19046
NAIC Group #:	<u>3548</u>
California Company ID #:	2825-8
Date authorized in California:	November 17, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

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

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/07/2010 14:48

PRODUCER	Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	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.
	INSURERS AFFORDING COVERAGE	
INSURED	Hazard Construction Company PO BOX 229000 San Diego, CA 92192-9000	INSURER A: Lexington Insurance Company
		INSURER B: The Netherlands Insurance Company
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC #
		19437
		24171

COVERAGES

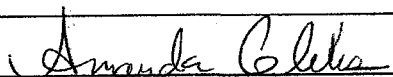
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS					
A	X GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS MADE X OCCUR X BI DEDUCTIBLE: \$5,000 X PD DEDUCTIBLE: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	027712370	5/8/2010	3/1/2011	EACH OCCURRENCE	\$ 2,000,000				
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000				
					MED EXP (Any one person)	\$ EXCLUDED				
					PERSONAL & ADV INJURY	\$ 2,000,000				
					GENERAL AGGREGATE	\$ 4,000,000				
					PRODUCTS - COMP/OP AGG	\$ 4,000,000				
					This certificate amends and supercedes prior certificates					
					B	X AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA8027366	5/8/2010	3/1/2011	COMBINED SINGLE LIMIT (Ea accident)
BODILY INJURY (Per person)	\$									
BODILY INJURY (Per accident)	\$									
PROPERTY DAMAGE (Per accident)	\$									
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT						\$
ANY AUTO				OTHER THAN EA ACC						\$
				AGG						\$
EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE						\$
OCCUR CLAIMS MADE				AGGREGATE	\$					
DEDUCTIBLE					\$					
RETENTION \$					\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$			
If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$			
OTHER						E.L. DISEASE - POLICY LIMIT	\$			

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

Mecca Area Streets Revitalization Project, Phase 2 ; Project No. X1005 ; HCC Job #10022. County of Riverside, Its Officers, Directors, Special Districts, Board of Supervisors, agents and employees, Coachella Valley Water District, its officers, directors, agents and employees, Imperial Irrigation District, its officers, directors, agents, and employees are named Additional Insureds per the attached endorsements. GL Waiver of Subrogation applies per the attached against County of Riverside, Its Officers, Directors, Special Districts, Board of Supervisors, agents and employees, Coachella Valley (Cont'd)

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside 3525 14th Street Riverside, CA 92501	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, AND FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Amanda Glebus 

IMPORTANT

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

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

DISCLAIMER

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

Attachment Page

COMPLETE LISTING OF CERTIFICATE HOLDER and/or ADDITIONAL INSURED:

(additional insureds apply only with respect to coverages marked by "X" under "Addtl Insrd" on the Certificate)

County of Riverside

Mecca Area Streets Revitalization Project, Phase 2 ; Project No. X1005 ; HCC Job #10022. County of Riverside, Its Officers, Directors, Special Districts, Board of Supervisors, agents and employees, Coachella Valley Water District, its officers, directors, agents and employees, Imperial Irrigation District, its officers, directors, agents, and employees are named Additional Insureds per the attached endorsements. GL Waiver of Subrogation applies per the attached against County of Riverside, Its Officers, Directors, Special Districts, Board of Supervisors, agents and employees, Coachella Valley Water District, its officers, directors, agents and employees, Imperial Irrigation District, its officers, directors, agents, and employees

INSURED: Hazard Construction Company

POLICY #: 027712370

COMPANY: Lexington Insurance Company

POLICY PERIOD: 5/8/2010

TO 3/1/2011

EFFECTIVE DATE: 5/8/2010

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: <i>Blanket - "As required by written contract". This endorsement applies to work performed on Commercial projects only and excludes any and all "Residential Structures" work as defined by LX9911 (02/06) on this policy.</i>
Location And Description of Completed Operations:
Additional Premium:

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

Section II - Who is An Insured 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" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



INSURED: Hazard Construction Company

POLICY #: 027712370

COMPANY: Lexington Insurance Company

POLICY PERIOD: 5/8/2010

TO 3/1/2011

EFFECTIVE DATE: 5/8/2010

POLICY NUMBER: TBD

ENDORSEMENT

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
BLANKET AS REQUIRED BY WRITTEN CONTRACT.

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

A. Section II - Who Is An Insured 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 ongoing operations performed for that insured.

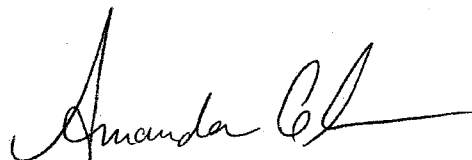
B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



INSURED: Hazard Construction Company

POLICY #: BA8027366

COMPANY: The Netherlands Insurance Company

POLICY PERIOD: 5/8/2010

TO 3/1/2011

EFFECTIVE DATE: 5/8/2010

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 in 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.

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

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or 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 g., but only as respects loss 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.

Includes copyrighted material of Insurance Services Offices, Inc. with its permission

INSURED: Hazard Construction Company

POLICY #: 027712370

COMPANY: Lexington Insurance Company

POLICY PERIOD: 5/8/2010

TO 3/1/2011

EFFECTIVE DATE: 5/8/2010

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

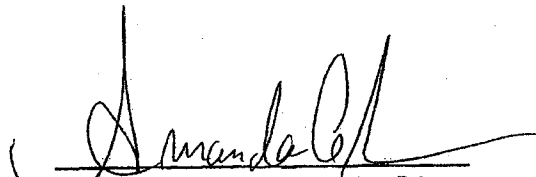
Issued to:

By:

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.


Authorized Representative OR
Countersignature (In states where applicable)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2010 10:18

PRODUCER Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Hazard Construction Company PO BOX 229000 San Diego, CA 92192-9000	INSURER A: Zurich American Insurance Company	16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<i>This certificate amends and supercedes prior certificates</i>			EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMPIOP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC824841311	3/1/2010	3/1/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

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

Mecca Area Streets Revitalization Project, Phase 2 ; Project No. X1005 ; HCC Job #10022. WC Waiver of Subrogation applies per the attached in favor of County of Riverside, Its Officers, Directors, Special Districts, Board of Supervisors, agents and employees, Coachella Valley Water District, its officers, directors, agents and employees, Imperial Irrigation District, its officers, directors, agents, and employees.

CERTIFICATE HOLDER

County of Riverside 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, AND FAILURE TO DO SO SHALL MAKE THE OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Amanda Glebus</i>
--	--

ACORD 25 (2001/08) Client # 31616 Mst # 13595

Cert # 273282

Subject:

© ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

INSURED: Hazard Construction Company

POLICY #: WC824841311

COMPANY: Zurich American Insurance Company

POLICY PERIOD: 3/1/2010

TO 3/1/2011

EFFECTIVE DATE: 3/1/2010

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

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 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

As agreed by written contract or agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 3/1/2010

Policy No. WC824841311

Endorsement No.

Insured Hazard Construction Company

Premium \$

Insurance Company Zurich American Insurance Company Countersigned By

WC 04 03 06

(Ed. 04-84)

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INSURED COPY

Company Profile

LEXINGTON INSURANCE COMPANY
100 SUMMER STREET, LEGAL DEPT. Stephen J. Andrick,
CPCU, VP/GC
BOSTON, MA 02110

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE,
SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19437
NAIC Group #:	<u>0012</u>
California Company ID #:	4571-6
Date authorized in California:	December 31, 1998
License Status:	N/A
Company Type:	ACCREDITED REINSURER
State of Domicile:	DELAWARE

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](#)

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Company Profile

NETHERLANDS INSURANCE COMPANY (THE)

175 BERKELEY STREET

BOSTON, MA 02116

800-332-3226

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	24171
NAIC Group #:	<u>0111</u>
California Company ID #:	2423-2
Date authorized in California:	January 01, 1979
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](#).

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

Company Profile

ZURICH AMERICAN INSURANCE COMPANY

1400 AMERICAN LANE
SCHAUMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process

KAREN HARRIS, C/O CORPORATION SERVICE COMPANY 2730 GATEWAY OAKS DRIVE, SUITE 100
SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	16535
NAIC Group #:	<u>0212</u>
California Company ID #:	4581-5
Date authorized in California:	January 01, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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
