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



FROM: Economic Development Agency

SUBJECT: Glen Oaks Fire Station – Total Project Budget

November 17, 2010

RECOMMENDED MOTION: That the Board of Supervisors:

- Waive any minor irregularities in the bid and award the construction agreement to ASR Constructors, Inc., (ASR) of Riverside, California in the amount of \$3,546,000, and authorize the Chairman of the Board to execute the agreement on behalf of the County;
- 2. Authorize the Assistant County Executive Officer/EDA to administer the agreement for ASR in accordance with applicable Board policies;

Approve the total project budget of \$4,691,947; and linued) Robert Field Assistant County Executive Officer/EDA Current F.Y. Total Cost: In Current Year Budget: \$ 4,691,947 Yes **FINANCIAL Current F.Y. Net County Cost: Budget Adjustment:** No \$0 DATA **Annual Net County Cost:** For Fiscal Year: \$0 2010/11 **COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No** SOURCE OF FUNDS: DIF-Western Riverside County Fire Facilities Fund (Fund **Positions To Be Deleted Per A-30** No. 30505) Requires 4/5 Vote C.E.O. RECOMMENDATION: APPROVE County Executive Office Signaturé

Prev. Agn. Ref.: 3.34, 4/20/10; 3.15, 4/14/09

District: 3

Agenda Nimber

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

AUDITOR-CONFROMERPPROVED COUNTY COUNSE FISCAL PROCEDURES APPROVED

Fire Departmen Fire Chief

Hawkins, Riverside County

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Policy Ø \boxtimes

Consent

Dep't Recomm.: o G

Economic Development Agency Glen Oaks Fire Station – Total Project Budget November 17, 2010 Page 2

RECOMMENDED MOTION: (Continued)

4. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable policies.

BACKGROUND:

On April 20, 2010, the Board of Supervisors approved the Plans and Specifications for the Glen Oaks Fire Station Project and authorized the Clerk of the Board to advertise for bids. On May 12, 2010, twenty six contractors attended a mandatory job walk. On June 22, 2010, the bids were opened and ASR was determined to be the lowest responsive and responsible bidder.

On June 29, 2010, the County of Riverside received a bid protest from AVI-CON, Inc. dba CA Constructors (CA Construction), the second lowest bidder. A response to this protest was issued by EDA on September 15, 2010 to CA Construction. On September 20, 2010, CA Construction submitted a formal reply to this correspondence from EDA. CA Construction raised two grounds for protest regarding ASR's low bid:

- 1. CA Construction contended that ASR Construction Inc. did not list a structural steel company, and disputed that based on the project specifications requiring structural steel fabrication shop to be AISC-certified, that ASR may not self perform the work. The drawings for this project however, provides that the welding is to be done in "AISC certified fabricator shop or equal". The project specifications therefore have provided that an "or equal" service may be provided. ASR Construction Inc. has submitted that they have an in-house structural steel shop that is certified by the Los Angeles Department of Building and Safety. They propose that this certification exceeds that of AISC. Our architect on this project, as well as the consulting structural engineer, have reviewed the submittals by ASR and the certification process by the City of Los Angeles Department of Building and Safety and have determined the City of Los Angeles certification to be "equal" to the AISC certification. The County's Deputy Building Official at EDA has also confirmed that the Los Angeles Department of Building and Safety certification for steel fabrication shop exceeds AISC's certifications. Therefore, there is no ground for determination of non-responsiveness of the bid on this basis.
- 2. CA Construction also noted that the list of subcontractors provided by ASR Construction Inc. was not complete as it did not contain the full street address of the listed subcontractors. The Code requires that the name and "location of business" of the subcontractor be provided in a bid proposal. This does not necessarily require a full number and street address. The Attorney General, in 86 OAG 90, and the Courts in D.H Williams Construction Inc. v. Clovis Unified High School (2007) 146 Cal.App.4th 757, has addressed these issues with regard to the Subcontracting and Subletting Act. Essentially the opinions can be summarized down to the observation that if the subcontractor(s) can be identified and confirmed with the information given in the bid, then the issue of bid shopping does not exist and the bid may be considered responsive. In this case, the Economic Development Agency has had no issues with identifying subcontractors listed on the bid sheet with the listed city location. Therefore, there is no ground for determination of non-responsiveness of the bid on this basis.

BACKGROUND: (Continued)

Economic Development Agency Glen Oaks Fire Station – Total Project Budget November 17, 2010 Page 3

BACKGROUND: (Continued)

County Counsel has reviewed the bid protest documents and did not find grounds for determining the low bidder non-responsive.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Construction	\$3,546,000
Design	\$ 320,713
Project Management/Reproduction/Dedication/Fees	\$ 243,693
County Inspections	\$ 60,000
Specialty Inspections/Testing	\$ 95,000
Project Contingency	\$ 426,541
TOTAL	\$4,691,947

FINANCIAL IMPACT:

All costs associated with this project will be fully funded by Developer Impact Fees, thus no Net County Cost will be incurred as a result of this action.

AGREEMENT FORM

THIS AGREEMENT, entered into this
CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents. STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities transportation, labor and materials for the Glen Oaks Fire Station, FM08270003809. In strict accordance with the Plans and Specifications dated June, 2010 prepared by HDR Architecture Inc. & County of Riverside hereinafter called the
Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents. STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities transportation, labor and materials for the Glen Oaks Fire Station, FM08270003809. In strict accordance with the Plans and Specifications dated June, 2010 prepared by HDR Architecture Inc. & County of Riverside hereinafter called the
transportation, labor and materials for the Glen Oaks Fire Station, FM08270003809 . In strict accordance with the Plans and Specifications dated June, 2010 prepared by HDR Architecture Inc. & County of Riverside hereinafter called the
"Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.
TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within three hundred and sixty five (365) calendar days from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.
<u>COMPENSATION TO BE PAID TO CONTRACTOR</u> : The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of \$ Three Million Five Hundred Forty Six Thousand dollars (\$3,546,000) being the total of the base bid plus the following addenda: 1, 2, 3, 4, and 5, plus alternate: 1. The sum is to be paid according to the schedule as provided in the General Conditions.
Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation of to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.
IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts. Type of Contractor's organization: _General Contractor If other than individual or corporation, list names of all members who have authority to bind firm.
Firm Name: ASR Constructors, Inc. Address: 5230 Wilson Street, Riverside, CA 92509 Contractor's License No.: 615395 IF OTHER THAN CORPORATION EXECUTE HERE Signature: Title: IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE Name of President of Corporation: Corporation is organized under the laws of State of Signature: Title: Owner: COUNTY OF RIVERSIDE Signature: Title: Chairman - Board of Supervisors Attest: Clerk - Board of Supervisors By: Title:

 $\hbox{\tt U:\A. MAIN PROJECTS\backslash GLEN OAKS FIRE STATION\backslash Agreement Form revised $11-4-10.$ doc} \\$

FORM APPROVED COUNTY COUNSEL

BY: MARSHAL VICTOR DATE

PREMIUM INCLUDED IN PERFORMANCE BOND

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

	The makers of this Bond are ASR CONSTRUCTORS, INC. as Prin	ncipal and Original Contractor and
F	FDFRAL INSURANCE COMPANY, a corporation, authorized to issue Sure	
	and this Bond is issued in conjunction with that certain public works conti	
	2010 between Principal and County of Riverside, a pu	
	JON FIVE HINDED FORTY-SIX THOUSAND ollars (\$ 3,546,000*) the total amo	ount payable. THE AMOUNT OF
00/100		
	GLEN OAKS FIRE SIENTION PROJECT NO: FM08270003809	
		·
	The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and	the requirements and conditions
	of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of sa	
	consents to extension of time for performance, change in requirement	
	prepayment under said Contract.	,
	Signed and Sealed this 16IH Day of SPIEMBER 2010	•
	ACD CONTINUES TO THE	
	ASR CONSTRUCTORS, INC. (Firm Name - Principal)	
	5230 (UTSGD St. Riv. CA 92509	Affix Seal
	(Business (dayess)	if
		Corporation
	Ву:	
	(Signature - Attach Notary's Acknowledgment)	
	/ President	
	(Title)	
	()	
	FEDERAL INSURANCE COMPANY	
	(Corporation Name - Surety)	
	15 MCLAHAIN VIEW ROAD, WARREN, NJ 07059	Affix
/	(Business Address)	Corporate
(BUIL AND A VALOR	Seal
\	(Signature - Attached Notary's Acknowledgment)	
	RAME: DALAN ALICHEY-IN FACT	
	ATTORMEY-IN-FACT	
	(Title Attach Power of Attorney)	



Chubb Suretv

POWER OF ATTORNEY Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company

Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Volary Public

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ramie Balan and Newton Kellam of Irvine, California-

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of May, 2010

STATE OF NEW JERSEY

County of Somerset

SS.

On this 19th May, 2010 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me day of known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly swom, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David 8. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.



STEPHEN B. BRADT Notary Public, State of New Jersey No. 2321097 Commission Expires Oct. 25, 2014



Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

the foregoing extract of the By- Laws of the Companies is true and correct,

- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

16TH DAY OF SEPTEMBER 2010







IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3556 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE

1	Payment Bond
	(Title or description of attached document)
(Ti	itle or description of attached document continued)
Number	of Pages Document Date
	(Additional information)
24040	
	ITY CLAIMED BY THE SIGNER
	Individual (s) Corporate Officer
,	(Title)
	Partner(s)
	Attorney-in-Fact
	Trustee(s)
	Other

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they3 is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT
State of California
County of Riverside
on Sept. 17, 2010 before me, Wette J. Accues, Anotary Public (Here insert name and title of the officer) personally appeared Alan Rogotti ,
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. Wester J. ACEVES COMM. # 1740549 NOTARY PUBLIC - CALIFORNIA San BERNARDINO COUNTY My Comm. Expires April 21, 2011
ADDITIONAL OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT Title or description of attached document) INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

(Title or description of attached document continued) Number of Pages _ Document Date

	(Additional information)	
CAPAC	CITY CLAIMED BY THE SIGNER	
	Individual (s)	
	Corporate Officer	
	(Title) Partner(s) Attorney-in-Fact	
	Trustee(s)	
	Other	

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 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document

PREMIUM: \$37,914

PERFORMANCE BOND

The makers of this Bond, ASR CONSTRUCTORS, INC.	, as Principal, and
as Surety, are held and firmly b	ound unto County of Riverside,
hereinafter called the Owner, in the sum of THREE MILLION FIVE HINDRED FO	RTY_Dollars (\$3,546,000 **)
for the payment of which sum well and truly to be made, we bind out	rselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these present SIX & 00/100 ———	S.
The condition of this obligation is such, that whereas the Principal entered	into a certain contract, hereto
attached, with the Owner, dated 10-5 , 2010 for GEN OWS	
PROJECT NO: FM08270003809	
Now therefore, if the Principal shall well and truly perform and fulfill all the unconditions and agreements of said Contract during the original term of said thereof that may be granted by the Owner, with or without notice to the Sunguarantee required under the Contract, and shall also well and truly perform covenants, terms, conditions, and agreements of any and all duly authorized that may thereafter be made, then this obligation to be void, otherwise to rewithout notice, Surety consents to extension of time for performance, change compensation or prepayment under said Contract.	d Contract and any extension rety, and during the file of any and fulfill all the undertakings, modifications of said Contract remain in full force and virtue.
Signed and Sealed this Day ofSEPTEMBER, 2010.	
ASR CONSTRUCTORS, INC.	
(Firm Name - Pancipal)	
5230 Wilson St., Riv., CA. 92509	Affix Seal
(Business)	if
Dur. Alla S	Corporation
(Signature - Attach Notary's Acknowledgment)	
President	
(Title)	
FEDERAL INSURANCE COMPANY	
(Corporation Name - Surety)	
15 MOLNHAIN VIEW HOND, WARREN, NJ 07059	Affix
(Business Address)	Corporate
1892	Seal
By: All All All	000.
(Stgnature - Attach Notary's Acknowledgment) RAMIE BAZAN, APPENNEY-IN-FACT	
ATTORNEY-IN-FACT	
(Title-Attach Power of Attorney)	



Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company Vigilant Insurance Company **Pacific Indemnity Company**

Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

otary Public

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of May, 2010

STATE OF NEW JERSEY

County of Somerset

SS.

On this 19th May, 2010 day of before me, a Notary Public of New Jersey; personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly swom, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.



STEPHEN B. BRADT Notary Public, State of New Jersey No. 2321097 Commission Expires Oct. 25, 2014

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached,"

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

the foregoing extract of the By- Laws of the Companies is true and correct,

- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

16TH DAY OF SEPTEMBER 2010







IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of Riverside	
On 9-16-10 before me, Yvet	tte J. Aceves, A Notary Public ,
On	(Here insert name and title of the officer)
personally appeared Ramie Balan	
the within instrument and acknowledged to me	evidence to be the person(s) whose name(s) is/are subscribed to the that he/she/they executed the same in his/her/their authorized re(s) on the instrument the person(s), or the entity upon behalf of ment.
I certify under PENALTY OF PERJURY under is true and correct.	er the laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal. Signature of Notary Public	YVETTE J. ACEVES COMM. # 1740549 NOTARY PUBLIC - CALIFORNIA SAN BERNARDINO COUNTY My Comm. Expires April 21, 2011
ADDITIONAL	OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT	properly completed and attached to that document. The only exception is if a
Performance Bond (Title or description of attached document)	document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
(Title or description of attached document continued) Number of Pages Document Date	State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which

CAPACITY CLAIMED BY THE SIGNER

(Additional information)

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other __

- must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- · Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- · Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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bscribed to authorized on behalf of
g paragraph
CEVES 10549 ALIFORNIA COUNTY 121, 2011
FORM siage exactly as not form must be exception is if a any alternative is so long as the lor a notary in clease check the if required.
re the document edgment. appeared which
thin his or her ic).

Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a

corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

· Securely attach this document to the signed document

☐ Other

State of California

` '&	4 <i>C</i>	ORD. CERTIFIC	CATE OF LIABIL	ITY INS	SURANC	E		DATE (MM/DD/YYYY)
	DUCER					UED AS A MATTE	:B ()	09/16/2010 F INFORMATION
Kei	nec	ly & Sharp Insurance,	Inc.	ONLY AND	D CONFERS NO THIS CERTIFICA	O RIGHTS UPON TE DOES NOT A FORDED BY THE	MEN	E CERTIFICATE D. EXTEND OR
		Arrow Blvd., #107		ALIER IN	COVERAGE AF	FURDED BI THE	POLIC	SIES DELOTY.
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ACORD 25 (2001/08) INS025 (0108).06 © 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.

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: PNG001300-06

ASR CONSTRUCTORS, INC.

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 to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(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.

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only if required of the Named Insured and by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT-AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

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INS025 (0108).06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

EXTENDED CANCELLATION CONDITION

Paragraph **2.b.** of the CANCELLATION Common Policy Condition is replaced by the following:

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

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

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

BLANKET ADDITIONAL INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
 - (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANS-PORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVER-AGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COV-ERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph **D.** Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible;
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be walved.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or
- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:
 - (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
 - (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
 - (4) Transfer or rollover balances from previous loans or leases.
 - (5) Final payment due under a "Balloon Loan".
 - (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
 - (7) Security deposits not refunded by a lessor.
 - (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
 - (9) Any amount representing taxes.
 - (10) Loan or lease termination fees

GLASS REPAIR — WAIVER OF DEDUCTIBLE

Under paragraph **D.** — DEDUCTIBLE of SECTION **III** — PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCI-DENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

"accident" applies only when the "accident" is known to:

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

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO - LIMITED WORLD WIDE COVER-AGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

(1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V - DEFINITIONS - C, is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

HIRED AUTO PHYSICAL DAMAGE COVERAGE --LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred.
 - 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. 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 for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form CA 99 23.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

- 1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which 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".
- We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.

If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAM-AGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

 Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or

2. Both:

- a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
- b. permanently installed in the opening of the dash or console normally used by

the manufacturer for the installation of a radio.

C. Limit of Insurance

With respect to this coverage, the LIMIT OF IN-SURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

- The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss": or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000.
- An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

- 1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
- 2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
- If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

- return or replace damaged or stolen property will be reduced by a \$100 deductible.
- In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V — DEFINITIONS is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

ACORD CERTIFICATE OF LIABIL	ITY INS	SURANC		DATE (MM/DD/YYYY) 08/16/2010	
PRODUCER (909) 822-2221				ER OF INFORMATION	
Kennedy & Sharp Insurance, Inc.	I ONLY AN	D CONFERS NO	O RIGHTS UPON	N THE CERTIFICATE AMEND, EXTEND OR	
17577 Arrow Blvd., #107	ALTER THI	COVERAGE AF	FORDED BY THE	POLICIES BELOW.	
P.O. Box 948					
Fontana CA 92334-	INSURERS A	FFORDING COVE	RAGE	NAIC#	
INSURED	INSURER A: Tr	avelers Inde	emnity Co	25682	
ASR Constructors, Inc.	INSURER B:				
5230 Wilson Street	INSURER C:			<u> </u>	
	INSURER D:				
Riverside CA 92509-	INSURER E:				
COVERAGES		IS SOD THE DOLLA	V DEDICE INDICATE	NOTA/ITHETANDING ANV	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUB AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	NT WITH RESPECT	r to which this ci	ERTIFICATE MAY BE	ISSUED OR MAY PERTAIN,	
INSR ADD'L LTR INSRD TYPE OF INSURANCE POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS	
GENERAL LIABILITY	/ /	/ /	EACH OCCURRENCE	\$	
COMMERCIAL GENERAL LIABILITY			DAMAGE TO RENTED PREMISES (Ea occurrent	nce) \$	
CLAIMS MADE OCCUR	//	/ /	MED EXP (Any one pers		
			PERSONAL & ADV INJU	JRY \$	
	/ /	/ /	GENERAL AGGREGATI	E \$	
GEN'L AGGREGATE LIMIT APPLIES PER:			PRODUCTS - COMP/OF	AGG \$	
POLICY PRO- JECT LOC	/ /	1 /			
AUTOMOBILE LIABILITY ANY AUTO	/ /	/ /	COMBINED SINGLE LIN (Ea accident)	AIT \$	
ALL OWNED AUTOS	/ /	/ /	BODILY INJURY (Per person)	5	
SCHEDULED AUTOS HIRED AUTOS	11	/ /	BODILY INJURY (Per accident)	s	
NON-OWNED AUTOS	//	/ /	PROPERTY DAMAGE (Per accident)	\$	
GARAGE LIABILITY	ļ <u> </u>		AUTO ONLY - EA ACCII	DENT \$	
ANY AUTO	11	111		A ACC \$	
			AUTO ONLY:	AGG \$	
EXCESS/UMBRELLA LIABILITY	11	//	EACH OCCURRENCE	\$	
OCCUR CLAIMS MADE			AGGREGATE	\$	
				\$	
DEDUCTIBLE	1 /	/ /		\$	
RETENTION \$				s	
A WORKERS COMPENSATION AND DTE-UB-9035N09-2-09	10/01/2009	10/01/2010	X WC STATU- TORY LIMITS	OTH- ER	
EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			E.L. EACH ACCIDENT	\$ 1,000,000	
OFFICER/MEMBER EXCLUDED? If yes, describe under	/ /	/ /	E.L. DISEASE - EA EMP		
SPECIAL PROVISIONS below			E.L. DISEASE - POLICY	LIMIT \$ 1,000,000	
OTHER	/ /	/ /			
		1 / /			
	/ /		<u> </u>		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT Job: Glen Oaks Fire Station Project#FM08270003809	N I/SPECIAL PROVISI	ONS			
Except in the case of non payment or non reporting 10 day. Waiver of Subrogation applies per attached WC990376	s notice will	l be given			
CERTIFICATE HOLDER	CANCELLA	ION			
() - () -			SCRIBED POLICIES E	E CANCELLED BEFORE THE	
	1				
COUNTY OF RIVERSIDE, I'IS DIRECTORS, OFFICERS, SPECIAL DISTRICIS, BOARD OF SUPERVISORS, EMPLOYEES,		EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT			
AGENIS OR REPRESENTATIVES		FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE			
3133 MISSION INN AVENUE	INSURER: US	INSURER: US AGENTS OF REPRESENTATIVES.			
RIVERSIDE, CALIFORNIA 92507	AUTHORIZED A		Jeld		
ACORD 25 (2001/08)			© AC	ORD CORPORATION 198	

INS025 (0108).06

Page 1 of 2

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.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) -

POLICY NUMBER: DTE-UB-9035N09-2-09

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 mium otherwise due on such remuneration.

% of the California workers' compensation pre-

Schedule

Person or Organization

Job Description

DATE OF ISSUE:

ST ASSIGN:

	EVIDENCE OF	PROPERIT INS	JKANCI		11/10/2010
ADDITIONAL INTEREST	PERTY INSURANCE IS ISSUED AS A NAMED BELOW. THIS EVIDENCE OF BY THE POLICIES BELOW.				
AGENCY	PHONE (949) 608-6300	COMPANY			
Ann Rick Incuranc	e Services West, Inc.	ACE American Ins	urance Comp	any	
	ices, Inc. of S CA				
FAX (949) 608-6459	E-MAIL				
(A/C No):	ADDRESS:				
CODE: AGENCY CUSTOMER (0, #: 57000	0048050				
INSURED 37000	0048030	LOAN NUMBER		POLICY NUMB	ER 121127681001
ASR Constructors,	Inc.	LOAN NOMBER		POLICI NOVE	Ex 12112/081001
5230 Wilson Stree Riverside CA 9250	t	EFFECTIVE DATE 01/30/2011	EXPIRATION DATE 01/30/201		CONTINUED UNTIL TERMINATED IF CHECK!
		THIS REPLACES PRIOR EVIDENCE	DATED:		
PROPERTY INFORMATION					
NOTWITHSTANDING ANY REPROPERTY INSURANCE MAY	NCE LISTED BELOW HAVE BEEN ISS QUIREMENT, TERMOR CONDITION OF AN 'BE ISSUED OR MAY PERTAIN, THE INSU ONDITIONS OF SUCH POLICIES. LIMITS SH	NY CONTRACT OR OTHER DOCL JRANCE AFFORDED BY THE PO	JMENT WITH R DLICIES DESCR	ESPECT TO IBED HEREI	WHICH THIS EVIDENCE
	COVERAGES/PERILS/FI	ORMS	AMOUNT OF IN	SURANCE	DEDUCTIBLE
Builders Risk Coverag	ge Specific Job Limit a		\$ 3	,546,000	\$ 5,0
EMARKS (Including Special All Risks of Direct Pincluding Earth Movem	hysical Loss or Damage subjec	t to terms, conditions	, and exclu	sions, i	n the policy form
					
ANCELLATION					
SHOULD ANY OF THE ABOVE DESC WRITTEN NOTICE TO THE ADDITION NSURER, ITS AGENTS OR REPRES	CRIBED POLICIES BE CANCELLED BEFORE THE I HAL INTEREST NAMED BELOW. BUT FAILURE T ENTATIVES.	EXPIRATION DATE THEREOF, THE ISS FO MAIL SUCH NOTICE SHALL IMPOSE	BUING INSURER V E NO OBLIGATION	VILL ENDEAN OR LIABILITY	OR TO MAIL 30 DAYS OF ANY KIND UPON THE

ADDITIONAL INTEREST

NAM	AND ADDRESS
	County of Riverside, its Directors,
	Officers, Special Districts, Board of
	Supervisors, Employees, Agents,
	or Representatives
	3133 Mission Inn Avenue
	Riverside CA 92507 USA

AUTHORIZED REPRESENTATIVE

MORTGAGEE

LOSS PAYEE

LOAN #

Son Risk Insurance Services West Inc

ADDITIONAL INSURED

ACORD 27 (2006/07)

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CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER	CONTACT NAME:					
Aon Risk Insurance Services West, Inc. fka Aon Risk Services, Inc. of S CA 1901 Main Street Suite 300 Irvine CA 92614 USA	PHONE (A/C. No. Ext): (949) 608-6300 FAX (A/C. No.): (949) 608-6451					
	E-MAIL ADDRESS:					
	PRODUCER 570000048050 CUSTOMER ID #:					
	INSURER(S) AFFORDING COVERAGE NAIC #					
NSURED ASR Constructors, Inc. 5230 Wilson Street Riverside CA 92509 USA	INSURERA: North American Capacity Ins Co 25038					
	INSURER B: Old Republic General Ins Corp 24139					
	INSURER C:					
	INSURER D:					
	INSURER E:					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: 570040766887

REVISION NUMBER:

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

꽁	TYPE OF INSURANCE	ADDL	SUBR POLICY	NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	
_	GENERAL LIABILITY		PNG000130006		11/23/2009	11/23/2010	EACH OCCURRENCE	\$1,000,000
ı	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
ţ	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000
ŀ							PERSONAL & ADV INJURY	\$1,000,000
H					1		GENERAL AGGREGATE	\$2,000,000
ŀ	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
ŀ	POLICY X PRO- LOC				1			
1	AUTOMOBILE LIABILITY		A1CA98701000		10/19/2010	10/19/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
L	X ANY AUTO				1		BODILY INJURY (Per person)	
L	ALL OWNED AUTOS				1 :		BODILY INJURY (Per accident)	
ſ	SCHEDULED AUTOS]		PROPERTY DAMAGE	
Ī	X HIRED AUTOS						(Per accident)	
T	X NON OWNED AUTOS				1			
T								
T	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
t	EXCESS LIAB CLAIMS-MADE		1				AGGREGATE	
ŀ	DEDUCTIBLE							
t	RETENTION		İ					
	WORKERS COMPENSATION AND	-	A1CW98701000		10/01/2010	10/01/2011	X WC STATU- OTH-	
l	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE Y / N						E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			1		E.L. DISEASE-EA EMPLOYEE	\$1,000,000
l	If yes, describe under DESCRIPTION OF OPERATIONS below	Ì					E.L. DISEASE-POLICY LIMIT	\$1,000,000
t	DECORA TROP OF CITE FOR THE BEIOW	\rightarrow	_					02,000,000
1								
Ţ			1				<u> </u>	
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLI							
nt	ty of Riverside, its directors, additional insured and waiver o	offi f sub	cers, special dis	tricts, boar	d of superv	sors, emp	loyees, agents, or repr	esentatives
ut	to endorsment and WC waiver at	tache	ed.	in its lavor	. Re. Gien	Oaks Fire	Julion Project #PMO82	700036091 GL
₹1	TIFICATE HOLDER			CANCELL	ATION			
				EXPIRATION			BED POLICIES BE CANCELLED LL BE DELIVERED IN ACCORDAN	
	County of Diverside ins Div			 				
	County of Riverside, its Dir Officers, Special Districts,	ector	5,	AUTHORIZED (REPRESENTATIVE			l l

CERTIFICATE	HOL	.DER
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CANCELLATION

Aon Rish Insurance Services West Inc

County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, Employees, Agents, or Representatives
3133 Mission Inn Avenue
Riverside CA 92507 USA

GENERAL LIABILITY

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 to which you are obligated by virtue of written contract to provide insurance such as is afforded by this policy, but with only respects to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(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 or related to "your work" or its supervision for that insured by or for you.

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only if required of he Named Insured and by written contract.

Company: Old Republic General Insurance Company

Policy Period

10/19/10

TO

10/19/11

ATTACHED TO AND FORMING PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)			INSURED ASR Constructors, Inc.
A1CA98701000	Month/Day/Year 10/19/10	12:01 A.M. (x)	NOON	PRODUCER AND CODE CPG/SPEC. RISK RESOURCES INS AGCY, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

The following is added to Section II – Liability Coverage, A. – Coverage, 1. Who is An Insured:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage or limits of this policy, or
 - 2. The coverage or limits required by said contract or agreement.

Schedule

Name of Person or	Organization:
-------------------	---------------

Where required by written contract.

Aon Prisk Insurance Services West, Inc.

AUTHORIZED REPRESENTATIVE

See certificate

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization: When Required By Written Contract

The premium charge for this endorsement is \$0.00

Named Insured	ASR Constructors, Inc.		
Policy Number	A1CW98701000		
Policy Period	10/1/10 to 10/1/11	Endorsement Effective Date:	10/1/10
Producer's Name:	Aon Risk Insurance Ser	vices West, Inc.	1
Producer Number:			

Ain Rish Insurance Services West, Inc.	See certificate
AUTHORIZED REPRESENTATIVE	DATE