

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

426



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 14, 2011

SUBJECT: Construction of street improvements for the Mecca Streets Revitalization Project - Phase 3, including 66th Avenue, Dale Kiler Road and Home Avenue, in the unincorporated community of Mecca.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the lowest responsive bid of Hazard Construction Co. of San Diego, CA in the amount of \$1,448,525; and
2. Award the contract to Hazard Construction Co. and authorize the Chairman of the Board to execute the contract documents.

Juan C. Perez
Director of Transportation

JCP:jj:sb
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,448,525	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Redevelopment Agency funds (RDA) (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	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: 7/15/11

Departmental Concurrence

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

Prev. Agn. Ref. 6/7/11, Item (3.67), District: 4 Agenda Number:
6/28/11, Item (3.65)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.77

The Honorable Board of Supervisors

RE: Construction of street improvements for the Mecca Streets Revitalization Project - Phase 3, including 66th Avenue, Dale Kiler Road and Home Avenue, in the unincorporated community of Mecca.

July 14, 2011

Page 2 of 2

BACKGROUND: By Minute Order dated June 7, 2011 (agenda item 3.67) the Board authorized the Clerk of the Board to advertise for the construction of street improvements for the Mecca Streets Revitalization Project - Phase 3, including 66th Avenue, Dale Kiler Road and Home Avenue, 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, June 22, 2011. Five bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest bid was submitted by Hazard Construction Co. in the amount of \$1,448,525.00 which is \$224,075 (13.4%) below the Engineer's Estimate.

As a continuation of the street revitalization in downtown Mecca, the phase 3 project includes improvements on the following streets.

ROAD:	FROM:	TO:
66 th Avenue	West of Date Palm Street	Home Avenue
Dale Kiler Road	South of 66 th Avenue	2 nd Street
Home Avenue	66 th Avenue	2 nd Street

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 sidewalks and the replacement of street lighting.

The proposed work for the Phase 3 streets is being funded by the Redevelopment Agency under the terms and established budget of a cooperative agreement approved by the Board of Supervisors on June 28, 2011 (agenda item 3.65). The project is expected to be completed within the existing budget, as shown on Attachment "A".

The contractor has executed the contract and has provided performance and payment bonds, which meet the requirements of the contract.

The Contractor is qualified.

Project Number: C1-0646

Attachment "A"

Riverside County Transportation Department

Project: **Mecca Streets Revitalization Project - Phase 3**

Project No.(s): **C1-0646**

6/27/2011

Project Costs and Budget

Activity	Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey				
Environmental				
Design				
Right-of-way				
Utilities				
Construction		1,448,525	1,448,525	
Construction Contingency		330,475	330,475	1,779,000
Construction Engineering & Inspection		249,060	249,060	249,000
Construction Survey		106,740	106,740	107,000
Totals:		2,134,800	2,134,800	2,135,000

Project Funding

Code	Name	Existing Budget
332	Redevelopment Agency	2,135,000
Totals		2,135,000

Comments

Notes:

1. This project number, C1-0646, includes construction-related work for Mecca Phase 3. 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) for Mecca Phase 3 was approved by the Board of supervisors on 6/28/2011.

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
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Minority Status:

M W DV None

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

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

Local Preference FYTD: Cost \$

of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

Bidding Process:

Date Mailed:
Response Date:
of Responses:
of Qualified Responses:

Bid Range: \$ 1,448,525.00 to \$ 2,099,400.00
Local Bid Range: N/A
Responsive and
Responsible Bid Range: \$ 1,448,525.00 to \$ 2,099,400.00

Contract/Lease Renewals Only

Existing Agreement Items

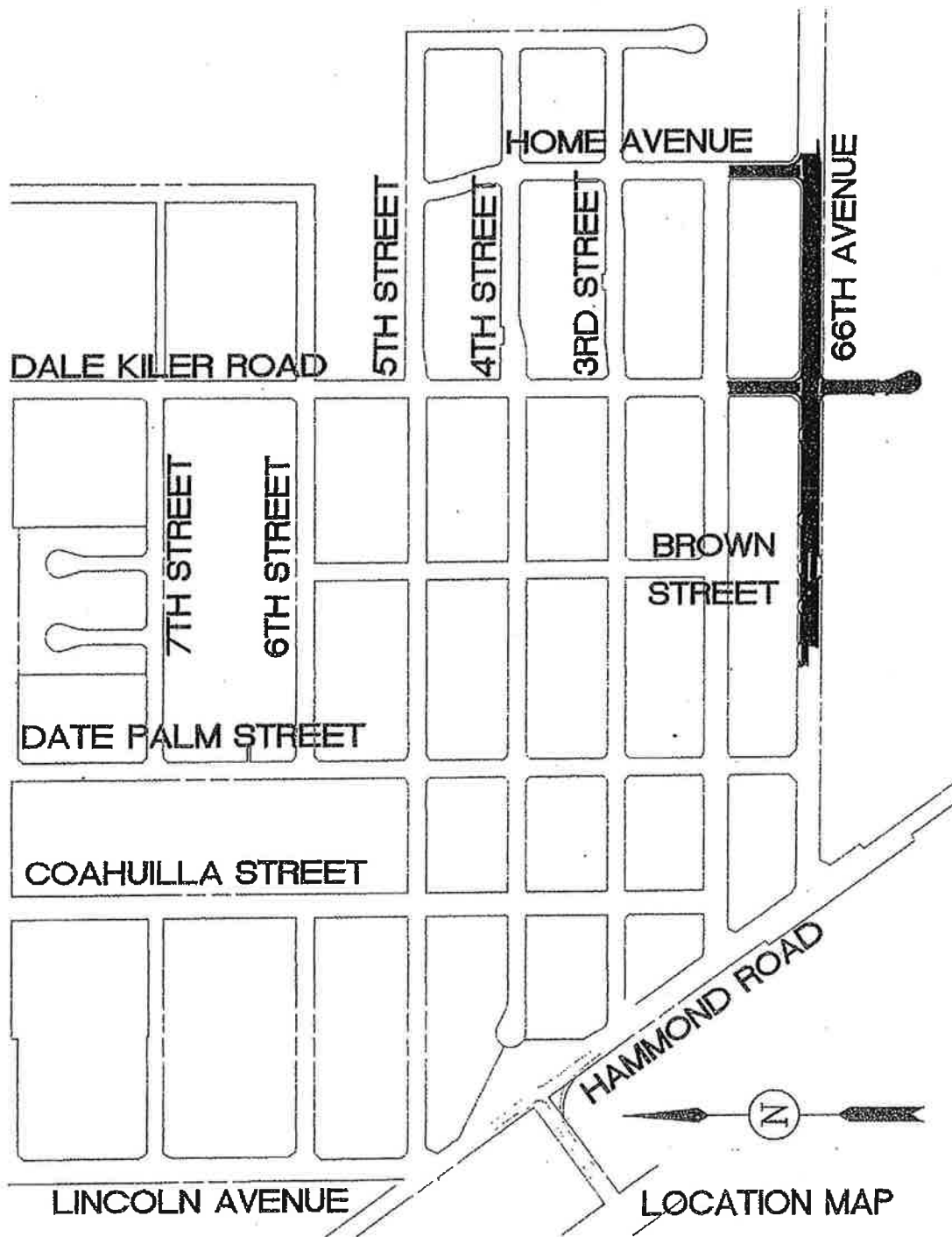
Proposed Agreement Items

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

MECCA STREETS REVITALIZATION PROJECT
PHASE 3



Riverside County Transportation Department Summary of Bids

PROJECT: Mecca Area Streets Revitalization Project, Phase 3
66th Ave., Dale Killer Rd., & Home Ave.

Advertised: June 7, 2011 (Agenda Item: 3.67)

Addenda: None

Bids Open: 2 pm Date: Wednesday, June 22, 2011

PROJECT NO. C1-0646

ITEM NO./ITEM CODE		CONTRACT ITEM		COUNTY'S ESTIMATE					Hazard Construction San Diego, CA 92121	
1	2	UNITS	QUANTITY	UNIT PRICE	ENG ESTIMATE	BID UNIT PRICE	BID ESTIMATE			
1	999990	LS	1	20,000.00	20,000.00	14,000.00	14,000.00			
2	066102	LS	1	10,000.00	10,000.00	20,000.00	20,000.00			
3	170101	LS	1	5,000.00	5,000.00	10,000.00	10,000.00			
4	074020	LS	1	10,000.00	10,000.00	20,000.00	20,000.00			
5	120100	LS	1	20,000.00	20,000.00	55,000.00	55,000.00			
6	160101	LS	1	30,000.00	30,000.00	30,000.00	30,000.00			
7	190101	CY	11,000	30.00	330,000.00	20.00	220,000.00			
8	390130	TON	3,700	85.00	314,500.00	80.00	296,000.00			
9	260201	CY	9,800	32.00	313,600.00	28.00	274,400.00			
10	017304	LF	3,900	15.00	58,500.00	9.00	35,100.00			
11	017309	LF	400	12.00	4,800.00	11.00	4,400.00			
12	731521	SQFT	20,500	4.00	82,000.00	3.00	61,500.00			
13	017315	EA	6	2,000.00	12,000.00	1,300.00	7,800.00			
14	017315	EA	3	2,000.00	6,000.00	1,000.00	3,000.00			
15	017302	SQFT	4,400	9.00	39,600.00	7.00	30,800.00			
16	731516	SQFT	1,050	7.00	7,350.00	6.00	6,300.00			
17	731516	SQFT	4,000	8.00	32,000.00	7.00	28,000.00			
18	731502	SQFT	55	20.00	1,100.00	10.00	550.00			
19	731519	SQFT	2,200	10.00	22,000.00	5.00	11,000.00			
20	000003	LF	110	80.00	8,800.00	125.00	13,750.00			
21	198200	SQYD	13,500	8.00	108,000.00	7.50	101,250.00			
22	860604	LS	1	20,000.00	20,000.00	20,000.00	20,000.00			
23	833077	LF	60	50.00	3,000.00	100.00	6,000.00			
24	000003	EA	2	1,000.00	2,000.00	500.00	1,000.00			
25	840656	LF	6,900	0.50	3,450.00	0.50	3,450.00			
26	840519	SQFT	500	4.00	2,000.00	5.00	2,500.00			
27	850102	EA	525	4.00	2,100.00	5.00	2,625.00			
28	568023	EA	13	300.00	3,900.00	300.00	3,900.00			
29	152390	EA	6	150.00	900.00	200.00	1,200.00			
30	860401	LS	1	125,000.00	125,000.00	90,000.00	90,000.00			
31	000003	FA	1	75,000.00	75,000.00	75,000.00	75,000.00			
PROJECT TOTAL					1,672,600.00		1,448,525.00			
ITEMS 1-31										

Riverside County Transportation Department Summary of Bids

PROJECT: Mecca Area Streets Revitalization Project, Phase 3
66th Ave., Dale Killer Rd., & Home Ave.

Advertised: June 7, 2011 (Agenda Item: 3.67)

Addenda: None

Bids Open: 2 pm Date: Wednesday, June 22, 2011

PROJECT NO. C1-0646

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	2		3	
				BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	999990	MOBILIZATION	LS	20,000.00	20,000.00	230,000.00	230,000.00
2	066102	DUST ABATEMENT	LS	19,000.00	19,000.00	6,000.00	6,000.00
3	170101	DEVELOP WATER SUPPLY	LS	5,000.00	5,000.00	6,000.00	6,000.00
4	074020	WATER POLLUTION CONTROL	LS	1,500.00	1,500.00	6,000.00	6,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	54,000.00	54,000.00	75,077.50	75,077.50
6	160101	CLEARING AND GRUBBING (INCLUDING REMOVAL OF TREES/SHRUBS, R/W GRADING, INSTALLATION OF IRRIGATION SLEEVES, REMOVAL OF ALL PRIVATE PROPERTY IMPROVEMENTS, CONCRETE/AC SIDEWALK, AC BERM, RECONSTRUCTION OF LANDSCAPING/IRRIGATION, ETC.)	LS	30,000.00	30,000.00	101,000.00	101,000.00
7	190101	ROADWAY EXCAVATION	CY	17.00	187,000.00	16.00	176,000.00
8	390130	HOT MIX ASPHALT	TON	68.00	251,600.00	77.00	284,900.00
9	260201	CLASS 2 AGGREGATE BASE	CY	28.00	274,400.00	27.00	264,600.00
10	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	16.00	62,400.00	18.50	72,150.00
11	017309	MINOR CONCRETE (8" TYPE D CURB) (CRS 204)	LF	24.00	9,600.00	45.00	18,000.00
12	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQFT	8.00	164,000.00	4.05	83,025.00
13	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	3,460.00	20,760.00	2,000.00	12,000.00
14	017315	MINOR CONCRETE (CURB RAMP) (PER DETAIL)	EA	800.00	2,400.00	2,000.00	6,000.00
15	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	8.00	35,200.00	9.25	40,700.00
16	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	SQFT	7.00	7,350.00	6.75	7,087.50
17	731516	MINOR CONCRETE (COMMERCIAL DRIVEWAY) (CRS 207A)	SQFT	14.00	56,000.00	7.25	29,000.00
18	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (BUS STOP PAD - 6" THICK)	SQFT	9.00	495.00	12.00	660.00
19	731519	MINOR CONCRETE (STAMPED CONCRETE) (DECORATIVE COLORED CONCRETE)	SQFT	8.00	17,600.00	9.00	19,800.00
20	000003	REMOVE EXISTING FENCE/GATEWALL AND REPLACE WITH TUBULAR STEEL FENCE	LF	170.00	18,700.00	125.00	13,750.00
21	198200	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS PER SQYD)	SQYD	12.00	162,000.00	2.00	27,000.00
22	860604	FLASHING BEACON SYSTEM [SOLAR ADVANCE FLASHING BEACONS]	LS	17,000.00	17,000.00	16,000.00	16,000.00
23	833077	PEDESTRIAN BARRICADE (TYPE I PER DETAIL)	LF	115.00	6,900.00	100.00	6,000.00
24	000003	MODIFY EXISTING ADA RAMP WITH DETECTABLE WARNING SURFACE	EA	1,660.00	3,320.00	1,000.00	2,000.00
25	840656	PAINT TRAFFIC STRIPE (2 COAT) (INCLUDING RED CURB)	LF	1.00	6,900.00	0.50	3,450.00
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS	SQFT	7.50	3,750.00	2.50	1,250.00
27	850102	PAVEMENT MARKER (REFLECTIVE)	EA	5.00	2,625.00	4.00	2,100.00
28	568023	ROADSIDE SIGN - ONE POST	EA	300.00	3,900.00	250.00	3,250.00
29	152390	RELOCATE ROADSIDE SIGN	EA	150.00	900.00	200.00	1,200.00
30	860401	LIGHTING [RESIDENTIAL STREET LIGHTING SYSTEM]	LS	85,000.00	85,000.00	75,000.00	75,000.00
31	000003	MISCELLANEOUS DIRECTED WORK	FA	75,000.00	75,000.00	75,000.00	75,000.00
PROJECT TOTAL					1,604,300.00		1,664,000.00
ITEMS 1-31							

**Riverside County Transportation Department
Summary of Bids**

PROJECT: Mecca Area Streets Revitalization Project, Phase 3
66th Ave., Dale Killer Rd., & Home Ave.

Advertised: June 7, 2011 (Agenda Item: 3.67)

Addenda: None

Bids Open: 2 pm Date: Wednesday, June 22, 2011

PROJECT NO. C1-0646

ITEM NO.	ITEM CODE	CONTRACT ITEM	UNITS	QUANTITY	4		5	
					BID UNIT PRICE	BID ESTIMATE	BID UNIT PRICE	BID ESTIMATE
1	999990	MOBILIZATION	LS	1	52000.00	52,000.00	40,500.00	40,500.00
2	066102	DUST ABATEMENT	LS	1	18000.00	18,000.00	17,200.00	17,200.00
3	170101	DEVELOP WATER SUPPLY	LS	1	5400.00	5,400.00	1,660.00	1,660.00
4	074020	WATER POLLUTION CONTROL	LS	1	22000.00	22,000.00	9,020.00	9,020.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	47000.00	47,000.00	2,220.00	2,220.00
6	160101	CLEARING AND GRUBBING (INCLUDING REMOVAL OF TREES/SHRUBS, R/W GRADING, INSTALLATION OF IRRIGATION SLEEVES, REMOVAL OF ALL PRIVATE PROPERTY IMPROVEMENTS, CONCRETE/AC SIDEWALK, AC BERM, RECONSTRUCTION OF LANDSCAPING/IRRIGATION, ETC.)	LS	1	120000.00	120,000.00	8,700.00	8,700.00
7	190101	ROADWAY EXCAVATION	CY	11,000	42.64	468,996.00	25.00	275,000.00
8	390130	HOT MIX ASPHALT	TON	3,700	86.49	319,998.20	82.00	303,400.00
9	260201	CLASS 2 AGGREGATE BASE	CY	9,800	9.76	95,628.40	71.00	695,800.00
10	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	3,900	8.00	31,200.00	20.00	78,000.00
11	017309	MINOR CONCRETE (8" TYPE D CURB) (CRS 204)	LF	400	10.00	4,000.00	25.00	10,000.00
12	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQFT	20,500	6.00	123,000.00	5.60	114,800.00
13	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	6	3000.00	18,000.00	2,200.00	13,200.00
14	017315	MINOR CONCRETE (CURB RAMP) (PER DETAIL)	EA	3	3000.00	9,000.00	1,340.00	4,020.00
15	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	4,400	8.00	35,200.00	8.90	39,160.00
16	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	SQFT	1,050	9.00	9,450.00	8.20	8,610.00
17	731516	MINOR CONCRETE (COMMERCIAL DRIVEWAY) (CRS 207A)	SQFT	4,000	8.50	34,000.00	8.70	34,800.00
18	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (BUS STOP PAD - 6" THICK)	SQFT	55	8.00	440.00	33.00	1,815.00
19	731519	MINOR CONCRETE (STAMPED CONCRETE) (DECORATIVE COLORED CONCRETE)	SQFT	2,200	12.00	26,400.00	11.00	24,200.00
20	000003	REMOVE EXISTING FENCE/GATEWALL AND REPLACE WITH TUBULAR STEEL FENCE	LF	110	110.00	12,100.00	215.00	23,650.00
21	198200	PAVEMENT REINFORCING FABRIC (GEGRID 2-LAYERS PER SQYD)	SQYD	13,500	10.07	135,999.00	15.00	202,500.00
22	860604	FLASHING BEACON SYSTEM [SOLAR ADVANCE FLASHING BEACONS]	LS	1	11000.00	11,000.00	18,500.00	18,500.00
23	833077	PEDESTRIAN BARRICADE (TYPE I PER DETAIL)	LF	60	120.00	7,200.00	120.00	7,200.00
24	000003	MODIFY EXISTING ADA RAMP WITH DETECTABLE WARNING SURFACE	EA	2	3600.00	7,200.00	390.00	780.00
25	840656	PAINT TRAFFIC STRIPE (2 COAT) (INCLUDING RED CURB)	LF	6,900	0.55	3,801.90	0.40	2,760.00
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS	SQFT	500	5.60	2,800.00	2.50	1,250.00
27	850102	PAVEMENT MARKER (REFLECTIVE)	EA	525	5.60	2,940.00	4.20	2,205.00
28	568023	ROADSIDE SIGN - ONE POST	EA	13	300.00	3,900.00	220.00	2,860.00
29	152390	RELOCATE ROADSIDE SIGN	EA	6	266.67	1,600.00	165.00	990.00
30	860401	LIGHTING [RESIDENTIAL STREET LIGHTING SYSTEM]	LS	1	78700.00	78,700.00	79,600.00	79,600.00
31	000003	MISCELLANEOUS DIRECTED WORK	FA	1	75000.00	75,000.00	75,000.00	75,000.00
PROJECT TOTAL						1,781,953.50		2,099,400.00
ITEMS 1-31								

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 STREETS REVITALIZATION PROJECT- PHASE 3, 66TH AVENUE, DALE KILLER ROAD AND HOME AVENUE, PROJECT NO. C1-0646**, 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 (**none**). (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.
2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

- (1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.
 - (2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.
 - (3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".
4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

MECCA AREA STREETS REVITALIZATION PROJECT - PHASE 3
66th Avenue, Dale Killer Road, and Home Avenue

Project No. C1-0646

AGREEMENT

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1	14,000.00	14,000.00
2	066102	DUST ABATEMENT	LS	1	20,000.00	20,000.00
3	170101	DEVELOP WATER SUPPLY	LS	1	10,000.00	10,000.00
4	074020	WATER POLLUTION CONTROL	LS	1	20,000.00	20,000.00
5	120100	TRAFFIC CONTROL SYSTEM	LS	1	55,000.00	55,000.00
6	160101	CLEARING AND GRUBBING [INCLUDING REMOVAL OF TREES/SHRUBS, R/W GRADING, INSTALLATION OF IRRIGATION SLEEVES, REMOVAL OF ALL PRIVATE PROPERTY IMPROVEMENTS, CONCRETE/AC SIDEWALK, AC BERM, RECONSTRUCTION OF LANDSCAPING/IRRIGATION, ETC.]	LS	1	30,000.00	30,000.00
7	190101	ROADWAY EXCAVATION	CY	11,000	20.00	220,000.00
8	390130	HOT MIX ASPHALT	TON	3,700	80.00	296,000.00
9	260201	CLASS 2 AGGREGATE BASE	CY	9,800	28.00	274,400.00
10	017304	MINOR CONCRETE (6" CURB AND GUTTER) (CRS 200)	LF	3,900	9.00	35,100.00
11	017309	MINOR CONCRETE (8" TYPE D CURB) (CRS 204)	LF	400	11.00	4,400.00
12	731521	MINOR CONCRETE (SIDEWALK) (CRS 401)	SQFT	20,500	3.00	61,500.00
13	017315	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	EA	6	1,300.00	7,800.00
14	017315	MINOR CONCRETE (CURB RAMP) (PER DETAIL)	EA	3	1,000.00	3,000.00
15	017302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	4,400	7.00	30,800.00
16	731516	MINOR CONCRETE (DRIVEWAY) (CRS 207)	SQFT	1,050	6.00	6,300.00
17	731516	MINOR CONCRETE (COMMERCIAL DRIVEWAY) (CRS 207A)	SQFT	4,000	7.00	28,000.00

**AGREEMENT
(CONTINUED)**

ITEM No.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
18	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION) (BUS STOP PAD - 6" THICK)	SQFT	55	10.00	550.00
19	731519	MINOR CONCRETE (STAMPED CONCRETE) (DECORATIVE COLORED CONCRETE)	SQFT	2,200	5.00	11,000.00
20	000003	REMOVE EXISTING FENCE/GATE/WALL AND REPLACE WITH TUBULAR STEEL FENCE	LF	110	125.00	13,750.00
21	198200	PAVEMENT REINFORCING FABRIC (GEOGRID 2-LAYERS PER SQYD)	SQYD	13,500	7.50	101,250.00
22	860604	FLASHING BEACON SYSTEM [SOLAR ADVANCE FLASHING BEACONS]	LS	1	20,000.00	20,000.00
23	833077	PEDESTRIAN BARRICADE (TYPE I PER DETAIL)	LF	60	100.00	6,000.00
24	000003	MODIFY EXISTING ADA RAMP WITH DETECTABLE WARNING SURFACE	EA	2	500.00	1,000.00
25	840656	PAINT TRAFFIC STRIPE (2 COAT) (INCLUDING RED CURB)	LF	6,900	0.50	3,450.00
26	840519	THERMOPLASTIC CROSSWALK AND PAVEMENT MARKINGS	SQFT	500	5.00	2,500.00
27	850102	PAVEMENT MARKER (REFLECTIVE)	EA	525	5.00	2,625.00
28	568023	ROADSIDE SIGN - ONE POST	EA	13	300.00	3,900.00
29	152390	RELOCATE ROADSIDE SIGN	EA	6	200.00	1,200.00
30	860401	LIGHTING [RESIDENTIAL STREET LIGHTING SYSTEM]	LS	1	90,000.00	90,000.00
31	000003	MISCELLANEOUS DIRECTED WORK	FA	1	75,000.00	75,000.00

PROJECT TOTAL
ITEMS 1-31

One million, four hundred forty eight thousand five hundred twenty five dollars & zero cents \$1,448,525.00
WORDS

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  _____

TITLE: JASON A. MORDHORST, VICE PRESIDENT
(If Corporation, Affix Seal)

Dated _____

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

ATTEST:  _____

BY _____
Deputy

TITLE: Notary _____

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

License No. 750542 A

Federal Employer Identification Number:
33-0807734

FORM APPROVED COUNTY COUNSEL
BY:  _____ DATE 7/5/11
MARSHAL L. VICTOR

BY _____
"County"
(Seal)

"Corporation"
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On June 27, 2011 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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 CORPORATE OFFICER

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

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 fourth day of April 2011, 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 fourth day of April 2011.


Secretary

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 Streets Revitalization Project- Phase 3, 66th Avenue, Dale Killer Road and Home Avenue, Project No. C1-0646.**

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

Agreement:

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

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of \$ **1,448,525.00 (One million, four hundred forty eight thousand five hundred twenty five 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) intend to enter into an Agreement with COUNTY OF RIVERSIDE (County) for construction of public work known as Mecca Area Streets Revitalization Project Phase 3, Project No. C1-0646.
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 \$1,448,525.00 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 24, 2011

Hazard Construction Company
By _____

Travelers Casualty and Surety Company of America
By Tara Bacon

By _____

Type Name Tara Bacon, Attorney-in-Fact
Its Attorney in Fact
"Surety"

Title JASON A. MORDHORST, VICE PRESIDENT
"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).

ACKNOWLEDGMENT

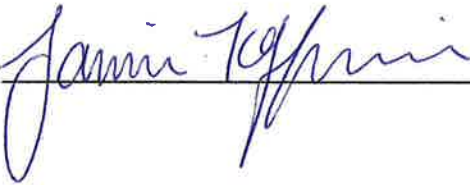
State of California
County of San Diego

On June 24, 2011 before me, Jamie Tofflemire, 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)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On June 27, 2011 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

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CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE



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. 004198483

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 11th day of May, 2011.

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: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of May, 2011, 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.



[Signature]
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 _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$ 1,448,525.00 (One million, four hundred forty eight thousand five hundred twenty five 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 Streets Revitalization Project- Phase 3, 66th Avenue, Dale Killer Road and Home Avenue, Project No. C1-0646.

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

DATED: _____

Original Contractor - Principal

Surety

By _____

By _____
Its Attorney In Fact

Title _____

(Corporate Seal)

(If corporation, affix seal)

(Corporate Seal)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

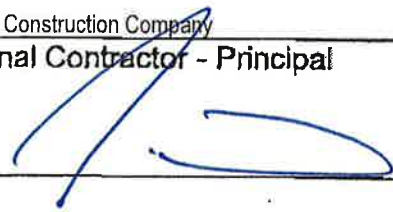
The makers of this Bond are Hazard Construction Company, as Principal and Original Contractor and Travelers Casualty and Surety Company of America, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract to be executed between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for \$1,448,525.00, 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 3, Project No. C1-0646

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 24, 2011

Hazard Construction Company
Original Contractor - Principal

Travelers Casualty and Surety Company of America
Surety

By 

By Tara Bacon
Tara Bacon, Its Attorney In Fact

Title JASON A. MORDHORST, VICE PRESIDENT
(If corporation, affix seal)

(Corporate Seal)

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss. SURETY'S ACKNOWLEDGEMENT

On June 24, 2011 before me, Notary Public personally appeared, Jason A. Mordhorst, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Notary Public (Seal)

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

ACKNOWLEDGMENT

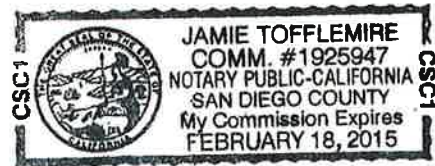
State of California
County of San Diego

On June 24, 2011 before me, Jamie Tofflemire, 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)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On June 27, 2011 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

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



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. 004198474

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 11th day of May, 2011.

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: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of May, 2011, 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.



[Signature]
Marie C. Tetreault, Notary Public

Company Profile

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE, 4MN TRAVELERS / Mary T. Restelli
HARTFORD, CT 06183
877-872-8737

Former Names for Company

Old Name: AETNA CASUALTY & SURETY COMPANY OF AMERICA

Effective Date: 07-01-1997

Agent for Service of Process

KAREN HARRIS, 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 #:	31194
NAIC Group #:	3548
California Company ID #:	2444-8
Date authorized in California:	July 31, 1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

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

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