FISCAL PROCEDURES APPROVED PAUL ANGULO, CPA, AUDITOR-CONTROLL BY CANALLY STATEMENT OF SELLINGS

FORM APPROVED COUNTY COUNSE! BY: WARSHAL VICTOR WARSHAL VICTOR

 \boxtimes

Consent

Dep't Recomm.:

Consent

Per Exec. Ofc.:

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

4620



SUBMITTAL DA June 28, 2011

SUBJECT: Approval of the Agreement with Jones Bros. Construction for the Mecca 18" Waterline Extension Project and approval of the Project Budget

RECOMMENDED MOTION: That the Board of Directors:

FROM: Redevelopment Agency

- 1. Make the following findings in accordance with Health & Safety Code Section 33445:
 - a. The proposed improvements will benefit the Mecca Sub Area of the Desert Communities Project Area (DCPA) and eliminate blight by providing necessary water services to the community.
 - b. Due to the fact that the current economic crisis has substantially reduced the community's revenues to fund the project, there are no other reasonable means of financing available to the community for this project.

	(Continued)			15 to	del			
				Robert Field				
				Executive Direct	ctor			
	FINIANIOIAI	Current F.Y. Total Co	st:	\$ 390,445	In Current Year	Budget:	Ye	es
	FINANCIAL	Current F.Y. Net Cour	ity Cost:	\$ 0	Budget Adjustn	nent:	N	No
į	DATA	Annual Net County Co	ost:	\$ O	For Fiscal Year		201	1/12
<u> </u>	COMPANION ITE	EM ON BOARD OF S	SUPERVI	SORS AGENDA	: Yes			
	SOURCE OF FU Desert Communit	NDS: Redevelopmer	nt Agency	Capital Improve	ment Funds-	Position Deleted F		
-						Requires 4	4/5 Vote	
Policy	C.E.O. RECOMM	ENDATION:	APPRO BY:	ove	ight			
ď	County Executiv	e Office Signature	Jer	inifer Z. Sargen				
\boxtimes			71	, , , , , , , , , , , , , , , , , , , 		٧٠		

Prev. Agn. Ref.: 4.7 of 4/26/11

, * . . . *S*

ATTACHMENTS FILED

WITH THE CLERK OF THE BOARD

Agenda Numbe

RDA-901a-F11 Form 11 (Rev 06/2003) Redevelopment Agency
Approval of the Agreement with Jones Bros. Construction for the Mecca 18" Waterline Extension
Project and approval of the Project Budget
June 28, 2011
Page 2

RECOMMENDED MOTION: (Continued)

- c. The payment of the funds for the cost of the Project is consistent with the Implementation Plan for the DCPA, which calls for the construction of infrastructure improvements and identifies water improvements as vital to the community.
- 2. Find the bid submitted by Gouin Excavating to be non-responsive;
- 3. Accept and award the construction contract to the lowest responsive bidder, Jones Bros. Construction, in the amount of \$267,950;
- 4. Approve the project budget of \$390,445; and
- 5. Approve and authorize the Chairman of the Board to execute contract documents on behalf of the Board.

BACKGROUND

On April 26, 2011, the Board approved the plans and specifications for the Mecca 18" Waterline Extension Project. A Notice Inviting Bids was published May 13th and 20th, 2011 with sealed bids due on June 1, 2011.

The Clerk of the Board received 5 bids. The bid submitted by the apparent low bidder Gouin Excavating was determined to be non-responsive for failure to complete all the required bid forms, including signature on both the bid proposal and the Non-Collusion Affidavit. The bid submitted by Jones Bros. Construction, the second lowest bidder, appears to be in appropriate form.

County Counsel has determined that the bid may be awarded to Jones Bros. Construction as the lowest responsible bidder. Therefore RDA staff recommends that the Board award the contract to the lowest responsible bidder, Jones Bros. Construction, in the amount of \$267,950 and approve the project budget as follows:

Project Budget:

Construction	267,950
Permits/Inspection/ Misc.	75,000
Materials Testing & Inspection	8,000
Project Management	4,000
Subtotal	\$354,950
Contingency 10%	35,495
Project Total	<u>\$390,445</u>

The project will be funded entirely by Redevelopment Agency Capital Improvement Funds - DCPA and will not impact County General Funds.

Attachments:

Exhibit A - Bid Summary

Exhibit B - Agreement Forms (3 copies)

Exhibit C - Performance and Payment Bonds

Exhibit D - Certificate of Liability Insurance and Worker's Compensation Insurance

Exhibit A - Bid Summary

Bid Summary

TO:

Pamela J. Walls

County Counsel

PROJECT:

BID DATE:

Mecca 18" Waterline Project

FROM:

Jane Jennings

955-8092

06/01/11

Clerk of the Board

BID TIME:

2:00 p.m.

Project Mgr: Anna Rodriguez - EDA

(760) 863-2537

ITEM/DATE:

4.7 of 04/26/11

(PLEASE REFER ALL QUESTIONS TO THE PROJECT MANAGER)

CONTRACTORS

BID AMOUNT

Gouin Excavating 12755 Cardinal Ct. Victorville, CA 92392 (760) 956-7064

Base Bid:

\$ 254,075.00

J&J Brothers Construction Company, Inc.

dba: Jones Bros. Construction

P.O. Box 905 85-989 Ave 52 Coachella, CA 92236 (760) 347-2291

Base Bid:

\$ 267,950.00

Downing Construction, Inc. 35018 Yucaipa Blvd.

Yucaipa, CA 92399 (909) 797-7444

Base Bid:

\$ 387,140.00

Superior Ready Mix Concrete, L.P.

dba: Simon Contracting

P.O. Box 10990 Indio, CA 92202 (760) 347-5399

Base Bid:

\$ 431,529.00

Paulus Engineering, Inc.

2871 E. Coronado St.

Anaheim, CA 92806-2504

(714) 632-3975

Base Bid:

\$ 515,250.00

Exhibit B – Agreement Forms (3 Copies)

CONTRACT

AGENC	Y FO Whers Cor Ones 1800	nade and entered into on June 14, 2011 , by and between the REDEVELOPMENT OR THE COUNTY OF RIVERSIDE hereinafter called "Owner", and instruction company, the hereinafter called "Contractor". This Contract is for that Work contract Documents entitled AVENUE 66 18" DIP WATERMAIN EXTENSION.
A.	Recitals	
	1.	Contractor, in response to a Notice Inviting Bids issued by Owner, has submitted a bid proposal for the above entitled Work.
	2.	Owner has duly opened and considered said bid proposal, and has duly awarded said bid to Contractor in accordance with said Notice Inviting Bids, and has given written Notice of Award to Contractor on June 14, 2011
		Contractor has obtained and delivers concurrently herewith specified Performance and Payment Bonds and the Certificate of Insurance as required by the Contract Documents.
В.	Terms	
	1.	Incorporation of Documents
		This Contract includes and hereby incorporates in full by this reference the Contract Documents for the above entitled Work.
		The Contract Documents set forth herein consist of: Notice Inviting Bids, Bidding Documents, Bid Bond, this Contract including Contractor's Labor Certification and any Contract Change Orders, Performance and Payment Bonds, Certificates of Insurance, Contract Appendix, Special Requirements, Basic and Technical Specifications, Construction and Standard Drawings, and any
		addenda thereto.
	2.	Contractor's Basic Obligation
		Contractor agrees to provide the Work specified in the following bid schedules and/or bid items: Avenue 66 18" DIP Watermain Extension
		for Two Hundred Sixty Seven housand, Nine Hundred + Fifty — dollars (\$ 267,950.00), said amount being subject to adjustment in accordance with the applicable terms of the Contract Documents.
		Contractor agrees to perform said Work, at said Contract amount, in accordance with the following Contract Completion Schedule: 60 calendar days after date of Notice to Proceed.
		Contractor agrees that if the aforesaid Contract Completion Schedule is not met, liquidated damages will apply as provided by the Contract Documents, in the following amounts and under the following conditions:
		\$1,000 per calendar day that the Work remains incomplete following the dates established by the Contract Completion Schedule, as adjusted for due cause by Change Order.
-	3.	Owner's Basic Obligation
		Owner agrees to engage and does hereby engage said Contractor as an independent Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum aforesaid and hereby contracts to pay said sum at the time, in the manner, and in accordance with the conditions set forth in the Contract Documents.

4. Contractor's Labor Certification

Contractor states that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with provisions of that Code, and Contractor agrees to comply with such provisions before commencing the performance of the Work of this Contract.

5. <u>Litigation or Enforcement Action Costs Arising from Contractor's Operations</u>

If the Owner and/or its Officials, Officers, Employees, Agents, Consultants, and Engineers are named, or are required to testify or contribute time and expense in any other way, in any suit or enforcement action of any kind brought to recover alleged damages or remedy alleged violations resulting from the acts or omissions (including negligent acts or omissions) in connection with, or accidents arising from, the acts, operations, and responsibilities of the Contractor, its Subcontractors, or others associated with or working under Contractor, in direct or indirect relation to the performance of the Work, the Owner and/or its Directors, Officers, Employees, Agents, Consultants, and Engineers shall be held financially harmless and they shall be legally defended (with counsel acceptable to the named party) by the Contractor from any claims for damages and they shall be reimbursed for any reasonable costs incurred by them for lost time, expert assistance, and incidental expenses in connection with their need to defend themselves against such claims, or to contribute time and expense in any other such way, whether or not the suit or enforcement action proceeds to final judgment. This section shall apply and be enforceable for the full time of any applicable statute of limitations.

6. Successors

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Owner.

IN WITNESS WHEREOF, the parties hereto have caused this	contract to be executed the day and year first above
J.J. Brothers Construction Company, Inc.	
DBA: Jones Brost Construction Co. (Gentractor)	REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
	Paris
By: (Authorized Representative, Written Signature)	Ву:
Lb 11 b 1-	
(Authorized Representative, Typed or Printed Name)	Title:
Title: TC5 Idcate [Individual, Partner, Corporate Officer (Title)]	•
ATTEST: (If Corporation)	ATTEST:
By Michael Jones	
Title Secretory Vice President	Clerk/Secretary
Secretary Free Institute	APPROVED AS TO FORM AND EXECUTION
	10 8 VI 1950 7/13/11
Corporate Seal	Counsel for Owner
	By Marsha L. Victor
	2)
NOTARY (CONTRACTOR)	
O(1)	
STATE OF CALIFORNIA)	
COUNTY OF KINEISINE	
201/2 201/2 201/2	
Bevery Burgo, Notary Public personally	
appeared Than I Jones and Michael Tongsyho proved to me on the basis of satisfactory evidence to be the	
person(3) whose name(3) A (are) subscribed to the within instrument and acknowledged to me that he still they executed	
the same in bis/be/their authorized capacity (ics), and that by bis/be/their signature(s) on the instrument the person(s), or	BEVERLY BURPO
the entity upon behalf of which the person(s) acted, executed the instrument	Commission # 1768889 Notary Fubility - California
	Orange County
l certify under PENALTY OF PURJERY under the laws of the State of California that the foregoing paragraph is true and	MyComm Bichestep 17, 2011
correct.	
WITNESS my hand and official seal.	
Bluerly Bur po Signature of Notary	(Notary Seal)
7/	

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents) or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

CONTRACT

AGENC J4J.Bn	CY FO others cor ones ionos	made and entered into on June 14, 2011, by and between the REDEVELOPMENT OR THE COUNTY OF RIVERSIDE hereinafter called "Owner", and instruction Company, the hereinafter called "Contractor". This Contract is for that Work Contract Documents entitled AVENUE 66 18" DIP WATERMAIN EXTENSION.
A.	Recitals	
	. 1.	Contractor, in response to a Notice Inviting Bids issued by Owner, has submitted a bid proposal for the above entitled Work.
	2.	Owner has duly opened and considered said bid proposal, and has duly awarded said bid to Contractor in accordance with said Notice Inviting Bids, and has given written Notice of Award to Contractor on June 14, 2011
		Contractor has obtained and delivers concurrently herewith specified Performance and Payment Bonds and the Certificate of Insurance as required by the Contract Documents.
В.	Terms	
	1.	Incorporation of Documents
		This Contract includes and hereby incorporates in full by this reference the Contract Documents for the above entitled Work.
, ·		The Contract Documents set forth herein consist of: Notice Inviting Bids, Bidding Documents, Bid Bond, this Contract including Contractor's Labor Certification and any Contract Change Orders, Performance and Payment Bonds, Certificates of Insurance, Contract Appendix, Special Requirements, Basic and Technical Specifications, Construction and Standard Drawings, and any addenda thereto.
	2.	Contractor's Basic Obligation
		Contractor agrees to provide the Work specified in the following bid schedules and/or bid items: Avenue 66 18" DIP Watermain Extension
		for Two Hundred Sixty Seven thousand Nine Hundred Fifty — dollars (\$ 267,950.00), said amount being subject to adjustment in accordance with the applicable terms of the Contract Documents.
		Contractor agrees to perform said Work, at said Contract amount, in accordance with the following Contract Completion Schedule: 60 calendar days after date of Notice to Proceed.
		Contractor agrees that if the aforesaid Contract Completion Schedule is not met, liquidated damages will apply as provided by the Contract Documents, in the following amounts and under the following conditions:
		\$1,000 per calendar day that the Work remains incomplete following the dates established by the Contract Completion Schedule, as adjusted for due cause by Change Order.
	3.	Owner's Basic Obligation
		Owner agrees to engage and does hereby engage said Contractor as an independent Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum aforesaid and hereby contracts to pay said sum at the time, in the manner, and in accordance with the conditions set forth in the Contract Documents.

4. Contractor's Labor Certification

Contractor states that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with provisions of that Code, and Contractor agrees to comply with such provisions before commencing the performance of the Work of this Contract.

5. <u>Litigation or Enforcement Action Costs Arising from Contractor's Operations</u>

If the Owner and/or its Officials, Officers, Employees, Agents, Consultants, and Engineers are named, or are required to testify or contribute time and expense in any other way, in any suit or enforcement action of any kind brought to recover alleged damages or remedy alleged violations resulting from the acts or omissions (including negligent acts or omissions) in connection with, or accidents arising from, the acts, operations, and responsibilities of the Contractor, its Subcontractors, or others associated with or working under Contractor, in direct or indirect relation to the performance of the Work, the Owner and/or its Directors, Officers, Employees, Agents, Consultants, and Engineers shall be held financially harmless and they shall be legally defended (with counsel acceptable to the named party) by the Contractor from any claims for damages and they shall be reimbursed for any reasonable costs incurred by them for lost time, expert assistance, and incidental expenses in connection with their need to defend themselves against such claims, or to contribute time and expense in any other such way, whether or not the suit or enforcement action proceeds to final judgment. This section shall apply and be enforceable for the full time of any applicable statute of limitations.

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in withess whereor, the parties hereto have caused this	contract to be executed the day and year first above
JIJ Brothers Construction Company, I.c.	
DBA: Johns Dos Construction Co. (Contractor)	REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE
By:	Ву:
(Authorized Representative, Written Signature)	
(Authorized Representative, Typed or Printed Name)	Title:
Title: PC5 Ident [Individual, Partner, Corporate Officer (Title)]	
ATTEST: (If Corporation)	ATTEST:
By Michael Gones	
Title Secretary / Vice President	Clerk/Secretary
	APPRÓVED AS TO FORM AND EXECUTION
Corporate Seal	7 7 1090 7 7 109 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	By Marsha L. Victor
NOTARY (CONTRACTOR)	
$\alpha \perp \alpha$	
STATE OF California)	
$\alpha \perp \alpha$	
STATE OF California)	
STATE OF CALIFORNIA COUNTY OF RIVERS IDE Belief Y Bus pu Notas y Public, personally appeared to hand James and Michael James who proved to me on the basis of satisfactory evidence to be the	
COUNTY OF RUCISIDE COUNTY	
COUNTY OF NUCCS IDE COUNTY OF	BEVERLY BURPO Commission # 1768589
COUNTY OF NUCCS IDE COUNTY OF	Commission # 1768559 Notary Public - California Orange County
COUNTY OF NUCCS IDE COUNTY OF	Commission # 1768589 Notary Public - California
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6. Successors

The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Owner.

IN WITNESS WHEREOF, the parties hereto have caused this	contract to be executed the day and year first above
JAJ Brothers Construction Company Inc.	
DBM: JONES DOS. CONSTRUCTION CO.	REDEVELOPMENT AGENCY FOR THE
(Gontfactor)	COUNTY OF RIVERSIDE
Authorized Representative, Written Signature)	Ву:
L 1 -	
(Authorized Representative, Typed or Printed Name)	Title:
Title President	
[Individual, Partner, Corporate Officer (Title)]	
ATTEST: (If Corporation)	ATTEST:
By Muchael force	
	Clerk/Secretary
Title Secretary / VICE hesident	APPROVED AS TO FORM AND EXECUTION
	NAVIORO 7/13/11
Corporate Seal	Counsel for Owner
	By Marsha L. Victor
NOTABY (CONTRACTOR)	
NOTARY (CONTRACTOR)	
STATE OF CALIFORNIA)	
COUNTY OF RIVERSIDE	
7	
1/22	
Bever on 6/22 20 1 before me, personally	
Bever on 6/22 20 before me, appeared John V Jones and Michael Joneshoproved to me on the basis of satisfactory evidence to be the	
Devery Dicop Wotary Public, personally appeared John W Jones and Michael Jonesho proved to me on the basis of satisfactory evidence to be the person whose name (s) Ware subscribed to the within instrument and acknowledged to me that Me/shelthey executed	
appeared John V Jones and Michael Jones who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) k/km² subscribed to the within instrument and acknowledged to me that Me/shelthey executed the same in h/s/hertheir authorized capacity (es) and that by his/her(their signature(s)) on the instrument the person(s), or	BEVERLY BURPO
appeared John V Jones and Michael Joneshop personally appeared John V Jones and Michael Joneshop proved to me on the basis of satisfactory evidence to be the person whose name (s) K/(km²) subscribed to the within instrument and acknowledged to me that Me/shelthey executed the same in hs/Kertheir authorized capacity (ies) and that by	BEVERLY BURPO Commission # 1768559 Notary Public - California 8
appeared John of Tones and Michael Tones who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (Agr) subscribed to the within instrument and acknowledged to me that Ne/swelther 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	
appeared John Jones and Michael Leavho proved to me on the basis of satisfactory evidence to be the person whose names helper subscribed to the within instrument and acknowledged to me that helper executed the same in helper authorized capacity (es) and that by his her their authorized capacity (es) 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 PURJERY under the laws of the State of California that the foregoing paragraph is true and	Commission # 1768559 Notary Public - California Orange County
appeared John Jones and Michael Jones who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) k/(are) subscribed to the within instrument and acknowledged to me that ke/shekine/ executed the same in h/s/tertheir authorized capacity (ies) and that by ke/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 PURJERY under the laws of the State of California that the foregoing paragraph is true and correct.	Commission # 1768559 Notary Public - California Orange County

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents) or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

Exhibit C – Performance and Payment Bonds

With Corresponding Power of Attorney

PERFORMANCE BOND (California Public Work) REQUIRED FORM

Bond Number 17s102090
Rate of Premium (\$/1,000) \$17.00
Amount of Premium \$4,555.00

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (also herein "Obligee") has awarded to J & J BROTHERS CONSTRUCTION CO., * (hereinafter designated "Contractor" and "Principal") a contract for the Work described as follows: AVENUE 66 18" DIP WATERMAIN EXTENSION, County of Riverside, California (hereinafter referred to as the "Public Work"); and

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated <u>June 14</u>, <u>2011</u>, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof,

NOW, THEREFORE, we J & J BROTHERS CONSTRUCTION CO., INC. d/b/a JONES**, the undersigned Contractor, as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Massachusetts, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE in the sum of TWO HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED*** dollars, \$267,950.00-, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, furnly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the 18-month guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers, employees, and agents, as stipulated in the said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Public Work Contract or to the Work to be performed thereunder, or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to Specifications.

THE WITH EACH WITH EACH CHECKETTO SET OUT HAI	ids and sears tins 16th day of June , 20 11.
PRINCIPAL:	SURETY:
J & J BROTHERS CONSTRUCTION CO., INC. Name d/b/a JONES BROS, CONSTRUCTION CO.	Name LIBERTY MUTUAL INSURANCE COMPANY
By July 1	By Monthia M. Burnett
(Authorized Representative, Written Signature)	(Authorized Representative, Written Signature)
Kahalika Jalon	Cynthia M. Burnett
(Authorized Representative, Typed or Printed Name)	(Authorized Representative, Typed or Printed Name)
Title President	Title Attorney-in-Fact
[Individual, Partner, Corporate Officer (Title)]	[Individual, Partner, Corporate Officer (Title)]
Attest: (If Corporation)	Witness: Attastx (If Corporation)
By Max fores	By A
Title Mite byes, Secretary Mice	Jason Paegarato Titlex Littleton, Colorado
Masida (Companio Soci)	
(Corporate Seal)	(Corporate Seal)
representatives of the bonding company must be attached NOTARY FOR PRINCIPAL	e notarized. A copy of the power of attorney to local hereto. NOTARY FOR SURETY
STATE OF California	STATE OF Colorado)
countr of Riverside)	COUNTY OF Arapahoe)
Deves y Bur Pondotary Riblic personally	On June 16 , 2011 before me, Alexander D. Rothey , personally
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) Mare subscribed to the within instrument and acknowledged to me that be/shitthey executed the same in Mille their authorized capacity (ies) and that by being their signature (s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	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.	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. BULLS A BOYERY STATES Signature of Neary Commission # 1748589 Noterly Public - Collianto Overage County My Comm. Epitembo 17, 2811	Signature of Notary Alexander D. Rothey My Commission Expires: July 21, 2013

NOTE: If Notary elects to attach an acknowledgment form, Notary shall use the Notary Acknowledgment form attached at the end of the prior section (Bidding Documents) or, alternatively, Notary may use a California All-Purpose Acknowledgment form, provided Notary completes the entire form, both the required and optional portions.

IMPORTANT: Surety companies executing. Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety

Liberty Mutual Insurance Company

7800 South Elati Street, Suite 100

Littleton, Colorado 80120

Name and address of agent or representative for service of process in California, if different from above

Desert Empire Insurance Services, Inc.

77-564 Country Club Drive, Suite 401

Palm Desert, California 92211

Telephone number of Surety and agent or representative for service of process in California

CERTIFICATE AS TO CORPORATE PRINCIPAL

	•
principal to the within bond; that brinky bei	Secretary of the corporation named as who signed the said bond on behalf of the
principal was then <u>Received</u>	of said corporation; that I know his signature, and his
signature thereto is genuine; and that said bond was	duly signed, sealed and attested for and in behalf of said
corporation by authority of its governing Board.	
Medican	(Corporate Seal)
Signature	
//	

PAYMENT BOND (California Public Work) REQUIRED FORM

Bond Number <u>17s102090</u>

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE (referred to hereinafter as "Obligee") has awarded to J & J BROTHERS CONSTRUCTION CO., INC.* (hereinafter designated "Contractor" and "Principal"), a contract dated June 14, 2011 , for the Work described as follows: AVENUE 66 18" DIP WATERMAIN EXTENSION, County of Riverside, California (hereinafter referred to as the "Public Work Contract") and

WHEREAS, said Contractor is required to furnish a bond in connection with said Public Work Contract, providing that if said Contractor or any of his or its subcontractors shall fail to pay for any materials, provisions, provender, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we J & J BROTHERS CONSTRUCTION CO., INC. d/b/a JONES**, the undersigned Contractor, as Principal and LIBERTY MUTUAL INSURANCE COMPANY , a corporation organized and existing under the laws of the State of Massachusetts , and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE and to any and all material men, persons, companies or corporations furnishing materials, provisions, provender and other supplies used in, upon, for or about the performance of the said Public Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Public Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the said Contractor, the sum of TWO HUNDRED SIXTY SEVEN THOUSAND*** dollars, \$267,950.00--, said sum being not less than 100% of the total amount payable by said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to file claims under Sections 3110, 3111, 3112 and 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the Work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PRINCIPAL:	SURETY:
J & J BROTHERS CONSTRUCTION CO., INC. Name d/b/a JONES BROS. CONSTRUCTION CO.	Name LIBERTY MUTUAL INSURANCE COMPANY
By (Authorized Representative, Written Signature)	By Anthur M. Burntes (Authorized Representative, Written Signature)
Vitagio Esta Esta Esta Esta Esta Esta Esta Esta	
(Authorized Representative, Typed or Printed Name)	Cynthia M. Burnett (Authorized Representative, Typed or Printed Name)
Title President	Title Attorney-in-Fact
[Individual, Partner, Corporate Officer (Title)]	[Individual, Partner, Corporate Officer (Title)]
Attest: (If Corporation)	witness: xARCSEX (If Corporation)
By Allie Jone	By All
	dason Page
Title Mine I bales, Steretory Vice	Littleton, Colorado
11 C) [C), C)	<u>L.</u> .
(Corporate Seal)	(Corporate Seal)
representatives of the bonding company must be attache	
representatives of the bonding company must be attache NOTARY FOR PRINCIPAL	d hereto. NOTARY FOR SURETY
representatives of the bonding company must be attache	d hereto.
representatives of the bonding company must be attache NOTARY FOR PRINCIPAL STATE OF CALL OF COUNTY OF PRINCIPAL On 6 22 1 20 before mc.	MOTARY FOR SURETY STATE OF Colorado) COUNTY OF Arapahoe) On June 16, 2011 before me
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NOTARY FOR PRINCIPAL STATE OF COUNTY OF PRINCIPAL On COUNTY OF PURPLE Public personally appeared who proved to me on the basis of satisfactory evidence to be the person(3) whose name(3) Maje subscribed to the within instrument and acknowledged to me that destructed the same in his of their authorized capacity (iss) and that by his his his his factory which their signatures on the instrument the person(3) or the entity upon behalf of which the person(3) 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.	NOTARY FOR SURETY STATE OF Colorado COUNTY OF Arapahoe On June 16 Alexander D. Rothey appeared Cynthia M. Burnett who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the withinstrument and acknowledged to me that he/she/they execute the same in his/her/their authorized capacity(ies), and that 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 PERIURY under the laws of the State of California that the foregoing paragraph is true and
NOTARY FOR PRINCIPAL STATE OF CALL TO NOTARY On COUNTY OF Deform me, Dever who personally appeared Leanny Junes and Michael Jones; who proved to me on the basis of satisfactory evidence to be the person(3) whose name(5) Marc subscribed to the within instrument and acknowledged to me that he satisfactory executed the same in his person authorized capacing and that by his person is included in 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. Decretal County Described Accounty Described NOTARY FOR PRINCIPAL Page 120	NOTARY FOR SURETY STATE OF Colorado COUNTY OF Arapahoe On June 16 Alexander D. Rothey appeared Cynthia M. Burnett who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the withinstrument and acknowledged to me that he/she/they execute the same in his/her/their authorized capacity(ies), and that 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 PERIURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
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NOTARY FOR PRINCIPAL STATE OF CALLOT NO. COUNTY OF DATE NOTES AND MICHAEL Services and Michael Jones who proved to me on the basis of satisfactory evidence to be the person whose name(s) (see subscribed to the within instrument and acknowledged to me that be sature) executed the same in his fortheir authorized capacity (see) and that by his fichier signature (s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of 19 Commission # 176859 Notary Public - California	NOTARY FOR SURETY STATE OF Colorado COUNTY OF Arapahoe On June 16 Alexander D. Rothey appeared Cynthia M. Burnett who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the with instrument and acknowledged to me that be/she/they execute the same in his/her/their authorized capacity(ies), and that 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 PERIURY under the laws of the State of California that the foregoing paragraph is true are correct. WITNESS myhand and official seal.
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IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write Surety insurance defined in Section 105 of the California Insurance Code and, if the work or project is financed, in whole or in part, with federal grant or loan funds, said Surety companies must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and address of Surety	Liberty Mutual Insurance Company				
	7800 South Elati Street, Suite 100				
	Littleton, Colorado 80120				
Name and address of agent or representative	Desert Empire Insurance Services, Inc.				
for service of process in California, if different from above	77-564 Country Club Drive, Suite 401				
	Palm Desert, California 92211				
Telephone number of Surety and agent or representative for service of process in California	(303) 225-8030/(760) 360-4700				

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Night , long , certify that I am the _	Secretary of the corporation named as
principal to the within bond; that	who signed the said bond on behalf of the
principal was then <u>Prosident</u>	of said corporation; that I know his signature, and his
signature thereto is genuine; and that said bond was	duly signed, sealed and attested for and in behalf of said
corporation by authority of its governing Board.	
Malane Signature	(Corporate Seal)

o confirm the validity of this Power of Attorney call -610-832-8240 between 9:00 am and 4:30 pm EST on any business day

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY **BOSTON, MASSACHUSETTS POWER OF ATTORNEY**

KNOW AL	L PERSONS	BY THESE	PRESENTS:	That Liberty	Mutual	Insurance	Company	(the	"Company"),	a Massachus	etts stock	insurance
company, p	ursuant to and	d by authority	of the By-law a	and Authoriza	tion here	inafter set	forth, does	hereb	y name, cons	stitute and appo	int	

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurar company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint
DOUGLAS J. ROTHEY, CYNTHIA M. BURNETT, ERIK ULIBARRI, ALL OF THE CITY OF LITTLETON, STATE OF COLORADO
, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and or behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceed FIFTY MILLION AND 00/100*********************************
execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.
That this power is made and executed pursuant to and by authority of the following By-law and Authorization:
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to ma execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. So attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by the signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall as binding as if signed by the president and attested by the secretary.
By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:
Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is here authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge a deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.
That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate sea Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 9th day of November 2010 .
LIBERTY MUTUAL INSURANCE COMPANY
By Garnet W. Elliott, Assistant Secretary
COMMONWEALTH OF PENNSYLVANIA ss COUNTY OF MONTGOMERY
On this 9th day of November, 2010, before me, a Notary Public, personally came Gamet W. Elliott, to me known, and acknowledge that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the abover of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.
IN TESTIMONY WHEREOF, Linave hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and y first above written. COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires March 28, 2013 Mumber, Pennsylvania Association of Notarias Mumber, Pennsylvania Association of Notarias
I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the forego is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Arti

XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the o	corporate seal of the said company, this	16th	day of
<u>June</u> , <u>2011</u> .			•



David M. Carey, Assistant Secretary

Exhibit D - Certificate of Liability and Worker's Compensation Insurance

OWNER OR CERTIFICATE HOLDER: REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE CONTRACT CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder; it does not after, amend, or extend the coverage afforded by the policies listed below.

ISSUE DATE: 6/29/11

CONTRACTOR OR INSURED: Jones Brothers Construction Co.

PROJECT: AVENUE 66, 18" DIP WATERMAIN EXTENSION

	Insurance	Policy	Policy Effective	Policy Expiration		Limits	
Insurance Type	Company	Number	Date	Date	Description	Furnished	Specified
Worker's Compensation	SeaBright Ins.Co.		-		Statutory	Statutory	Statutory
Employer's Liability	NAIC #45563	BB111080	1/1/11	1/1/12	Accident-Policy Limit.	s1,000,000	\$1,000,000
					Disease-Policy Limit	\$1,000,000	\$1,000,000
					Disease-Each Employee	1,000,000	\$1,000,000
Automobile Liability	Netherlands Ins Co				Combined Single Limit	<u>s</u> 1,000,000	\$1,000,000
Business	. !	BA9574172	2 3/27/11 3/27/12	3/27/12	Bodity Injury:	\$	\$1,000,000
Commercial					Bodily Injury	9	\$1,000,000
					Property Daniage		\$500,000
General Liability					General Aggregate*	\$ 2,000,000	\$2,000,000
Commercial X	Scottsdale Ins Co NAIC #41297	BCS0002436	36 4/14/11	4/14/12	Each Occurrence*	<u>1,000,000</u>	\$1,000,000
Claims Made							
Оссипелсе Х					aggregate limits aggregate project.		
Excess Liability	4				Each Occurrence	\$4,000,000	L-0
Umbrella Form Other Form	NAIC #41297	XLS00737	XLS007375 4/14/11 4/14/12	4/14/12	Aggregate	\$4,000,000	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Course of Construction	8 Property	/ 11/30/10 11/30/	11/30/1	0 11/30/		\$ 2,500,000	TOTAL
Installation Floater	NAIC # 25674	00011000	790	···			AMOLVI

Date Van 6/29/Signature cardify that I have authority to and hereby execute this certificate on behalf of the insurer(s) referenced above.

Address: 77564 Country Club Dr. #401 760-360-4700

Address: Palm Desert, CA 92211 Telephone: See required Contract Insurance Endotsement

0107

CONTRACT INSURANCE ENDORSEMENT (REQUIRED)

Company names, policy numbers, effective and expiration dates, and furnished limits set forth in the Contract Certificate of Insurance identify applicable insurance policies in which coverage is provided for the named project. Policy of insurance listed in the Certificate of Insurance has been issued to the named insured by each indicated insurance company for the policy period indicated and, as of the date of the aforementioned certificate, is in full force and effect. The insurance afforded by each policy described therein is subject to all the terms, conditions, limitations, and exclusions of such policy.

Automobile liability insurance covers all owned, non-owned, borrowed, and/or hired vehicles used by or for the benefit of Contractor. General liability insurance covers premises and operations, products and completed operations, blanket contractual (oral and written), independent contractors, owners and contractors protective, and, if applicable to the Work, collapse, explosion and underground hazards. Excess liability insurance covers all automobile and general liability coverages. Course of construction insurance covers fire and lightning, extended coverage, and vandalism and malicious mischief.

With respect to automobile, general, and excess liability insurance, Owner, its officials, officers, managers, agents, engineers, employees, and volunteers are covered as additional insureds to the extent of the limits set forth in the Contract Certificate of Insurance, but only while acting in their capacities as such, for liability arising from or in connection with the performance of the Work by Contractor, its agents, associates, representatives, employees, and subcontractors of every tier. With respect to course of construction or installation floater insurance, Owner is covered as additional insured. Insurer waives its rights of subrogation against the additional insureds.

Contractor's insurance is primary for additional insureds with respect to the performance of Contractor, those associated therewith, and those working thereunder, and any like insurance of Owner, its officials, officers, managers, agents, engineers, employees, and volunteers is excess and not contributing insurance with respect to insured claims under Contractor's policies. Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought.

Contractor's insurance will not be cancelled, reduced, suspended, terminated, or voided in coverage or limits [except for general liability where the general aggregate limit has been reduced by claim(s) in which case insurer will immediately notify Owner of reduction in general aggregate limit resulting from such claim(s)] unless thirty (30) days prior written notice, by certified mail return receipt requested, has been given to Owner. Any failure to comply with reporting provisions of policies, including breaches of warranties, will not affect coverage provided to additional insureds.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER(S)

I, Van G Tanner	certify that I have authority to and hereby execute this endorsement on behalf of
the insurer(s) referenced below.	
Date: 6/29/11	Signature: Title: Agent
	77564 Country Club Dr. #401 760-360-4700 Palm Desert, CA 92211 Telephone:

Insurance policies to which this Contract Insurance Endorsement apply are as follows:

Insurance Type	insurance Company	Policy Number	Policy Effective <u>Date</u>	Policy Expiration <u>Date</u>
Workers Compensation and Employers Liability	SeaBright Ins	BB1110807	1/1/11	1/11/12
Automobile Liability	Netherlands Ins	BA9574172	3/27/11	3/27/12
General Liebility	Scottsdale Ins	BCS0002436	4/14/11	4/14/12
Excess Liability	Scottsdale Ins	XLS007375	4/14/11	4/14/12
Course of Construction or Installation Floater	Travelers Prop.	6601160C99	3 11/30/10	11/30/11

Use separate Contract Insurance Endorsement if required (copy as needed).

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US. PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE **AFFORDED** SHALL **PROVISIONS** THE BY THIS ENDORSEMENT BENEFIT ANY COMPANY **OPERATING** AIRCRAFT FOR HIRE.

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

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

Endorsement Effective 01/01/11

Policy No.

BB1110807

Endorsement No.

Insured

J&J Brothers Construction Company Inc.

Policy Effective Date 01/01/11

off Warand

Insurance Company

SeaBright Insurance Company

Countersigned By

WC 04 03 06 (Ed. 4-84)

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Long Term: aa

Outlook: Stable

Action: Affirmed

Date: May 26, 2011

(a member of <u>Travelers Group</u>)

Address: One Tower Square Hartford, CT 06183

UNITED STATES

A.M. Best #: 804461 NAIC #: 25674 FEIN #: 362719165 Assigned to

Parent Stock Ticker New York Stock Exchange NYSE TRV

Financial Mirangth Rating that have, in

our opinion, a

superior ability to meet their ongoing

&BEST)

Phone: 860-277-0111 Fax: 860-277-7002 Web. www.travelers.com

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Rating: A+ (Superior)

Affiliation Code: a (Group)

Financial Size Category: XV (\$2 Billion or oreater)

Outlook: Stable Action: Affirmed

Effective Date: May 26, 2011

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AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 05/26/2011 (represents the latest significant change). Historical Reports are available in AMB Credit Report - Insurance Professional Archive

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis. Data Status: 2011 Best's Statement File - P/C. US. Contains data compiled as of 6/30/2011 (Quality Cross Checked).

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